



STIC Search Report

EIC 3600

STIC Database Tracking Number: 207025

TO: Examiner Akiba K Robinson-Boyce
Location: knx 5b21
Art Unit: 3628
Friday, November 17, 2006
Case Serial Number: 09/843550

From: Ginger Roberts DeMille
Location: EIC 3600
KNX 4B59
Phone: 2-3522
Ginger.demille@uspto.gov

Search Notes

Dear Examiner Robinson-Boyce:

Please find attached the results of your search for 09/843550.

The search was conducted using the mandatory database lists for Business Methods.

These other sources were also used: Internet

If you have any questions, please do not hesitate to contact me.

Thanks for using EIC3600!

Ginger



21

STIC EIC 3600

207025

Search Request Form

Today's Date:

11/18/06

Class/Subclass

What date would you like to use to limit the search?

Priority Date: 4/26/01 Other:

Name Akiba Robinson - Boyce

AU 3628

Examiner # 76190

Format for Search Results (Circle One):

 PAPER

DISK

EMAIL

Room # 5B21

Phone 571-272-6374

Where have you searched so far?

Serial # 09/843550

USP DWPI EPO JPO ACM IBM TDB

IEEE INSPEC SPI Other _____

What is the topic, novelty, motivation, utility, or other specific details defining the desired focus of this search? Please include the concepts, synonyms, keywords, acronyms, definitions, strategies, and anything else that helps to describe the topic. Please attach a copy of the abstract, background, brief summary, pertinent claims and any citations of relevant art you have found.

See claim 1

Please focus on title of goods either
passing directly from manufacturer to
buyer OR through an intermediate
market place, and price of
goods depending on how the
title of goods are passed.

Please rush

JOHN W. HAYES

SUPERVISORY PATENT EXAMINER

STIC Searcher

Date picked up

11-16

Date Completed

Phone 2-3522

11-17





STIC Search Results Feedback Form

EIC 3600

Questions about the scope or the results of the search? Contact *the EIC searcher or contact:*

Karen Lehman, EIC 3600 Team Leader
KNX 4A58, 571-271-3496

Voluntary Results Feedback Form

- *I am an examiner in Workgroup:* *Example: 3620 (optional)*
- *Relevant prior art found, search results used as follows:*
- 102 rejection
 - 103 rejection
 - Cited as being of interest.
 - Helped examiner better understand the invention.
 - Helped examiner better understand the state of the art in their technology.

Types of relevant prior art found:

- Foreign Patent(s)
- Non-Patent Literature
(journal articles, conference proceedings, new product announcements etc.)

➤ *Relevant prior art not found:*

- Results verified the lack of relevant prior art (helped determine patentability).
- Results were not useful in determining patentability or understanding the invention.

Comments:

Drop off or send completed forms to EIC 3600 PK5 Suite 804



```
? show files;ds
File  9:Business & Industry(R) Jul/1994-2006/Nov 15
      (c) 2006 The Gale Group
File 13:BAMP 2006/Nov W1
      (c) 2006 The Gale Group
File 15:ABI/Inform(R) 1971-2006/Nov 16
      (c) 2006 ProQuest Info&Learning
File 16:Gale Group PROMT(R) 1990-2006/Nov 16
      (c) 2006 The Gale Group
File 18:Gale Group F&S Index(R) 1988-2006/Nov 16
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File 20:Dialog Global Reporter 1997-2006/Nov 16
      (c) 2006 Dialog
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      (c) 2006 The Gale group
File 75:TGG Management Contents(R) 86-2006/Nov W1
      (c) 2006 The Gale Group
File 88:Gale Group Business A.R.T.S. 1976-2006/Nov 15
      (c) 2006 The Gale Group
File 101:Disclosure Database(R) 2006/Nov W2
      (c) 2006 Thomson Financial
File 132:S&P's Daily News 1985-2006/Nov 15
      (c) 2006 McGraw-Hill Companies Inc
File 148:Gale Group Trade & Industry DB 1976-2006/Nov 16
      (c) 2006 The Gale Group
File 149:TGG Health&wellness DB(SM) 1976-2006/Oct W5
      (c) 2006 The Gale Group
File 180:Federal Register 1985-2006/Nov 15
      (c) 2006 format only DIALOG
File 349:PCT FULLTEXT 1979-2006/UB=20061109UT=20061102
      (c) 2006 WIPO/Thomson
File 387:The Denver Post 1994-2006/Nov 15
      (c) 2006 Denver Post
File 427:Fort Worth Star-Telegram 1993-2004/Feb 25
      (c) 2004 Fort Worth Papers
File 471:New York Times Fulltext 1980-2006/Nov 16
      (c) 2006 The New York Times
File 484:Periodical Abs Plustext 1986-2006/Nov W2
      (c) 2006 ProQuest
File 485:Accounting & Tax DB 1971-2006/Nov W1
      (c) 2006 ProQuest Info&Learning
File 492:Arizona Repub/Phoenix Gaz 1986-2002/Jan 06
      (c) 2002 Phoenix Newspapers
File 532:Bangor Daily News 1996-2006/Nov 15
      (c) 2006 Bangor Daily News
File 541:SEC Online(TM) Annual Repts 1997/Sep W3
      (c) 1987-1997 SEC Online Inc.
File 542:SEC Online(TM) 10-K Reports 1997/Sep W3
      (c) 1987-1997 SEC Online Inc.
File 543:SEC Online(TM) 10-Q Reports 1997/Sep W3
      (c) 1987-1997 SEC Online Inc.
File 545:Investext(R) 1982-2006/Nov 16
      (c) 2006 Thomson Financial Networks
File 570:Gale Group MARS(R) 1984-2006/Nov 16
      (c) 2006 The Gale Group
File 582:Augusta Chronicle 1996- 2006/Nov 15
      (c) 2006 Augusta Chronicle
File 608:KR/T Bus.News. 1992-2006/Nov 16
      (c) 2006 Knight Ridder/Tribune Bus News
File 610:Business Wire 1999-2006/Nov 16
      (c) 2006 Business Wire.
File 619:Asia Intelligence Wire 1995-2006/Nov 15
      (c) 2006 Fin. Times Ltd
File 620:EIU:Viewswire 2006/Nov 15
      (c) 2006 Economist Intelligence Unit
```

File 631:Boston Globe 1980-2006/Nov 12
(c) 2006 Boston Globe
File 633:Phil.Inquirer 1983-2006/Oct 29
(c) 2006 Philadelphia Newspapers Inc
File 635:Business Dateline(R) 1985-2006/Nov 16
(c) 2006 ProQuest Info&Learning
File 636:Gale Group Newsletter DB(TM) 1987-2006/Nov 16
(c) 2006 The Gale Group
File 637:Journal of Commerce 1986-2006/Nov 16
(c) 2006 Commonwealth Bus. Media
File 638:Newsday/New York Newsday 1987-2006/Nov 16
(c) 2006 Newsday Inc.
File 641:Rocky Mountain News Jun 1989-2006/Nov 15
(c) 2006 Scripps Howard News
File 645:Contra Costa Papers 1995- 2006/Nov 13
(c) 2006 Contra Costa Newspapers
File 649:Gale Group Newswire ASAP(TM) 2006/Nov 02
(c) 2006 The Gale Group
File 654:US Pat.Full. 1976-2006/Nov 14
(c) Format only 2006 Dialog
File 660:Federal News Service 1991-2002/Jul 02
(c) 2002 Federal News Service
File 702:Miami Herald 1983-2006/Nov 14
(c) 2006 The Miami Herald Publishing Co.
File 704:(Portland)The Oregonian 1989-2006/Nov 15
(c) 2006 The Oregonian
File 707:The Seattle Times 1989-2006/Nov 14
(c) 2006 Seattle Times
File 709:Richmond Times-Disp. 1989-2006/Nov 10
(c) 2006 Richmond Newspapers Inc
File 710:Times/Sun.Times(London) Jun 1988-2006/Nov 16
(c) 2006 Times Newspapers
File 711:Independent(London) Sep 1988-2006/Nov 16
(c) 2006 Newspaper Publ. PLC
File 712:Palm Beach Post 1989-2006/Nov 13
(c) 2006 Palm Beach Newspapers Inc.
File 713:Atlanta J/Const. 1989-2006/Nov 16
(c) 2006 Atlanta Newspapers
File 714:(Baltimore) The Sun 1990-2006/Nov 15
(c) 2006 Baltimore Sun
File 716:Daily News Of L.A. 1989-2006/Nov 14
(c) 2006 Daily News of Los Angeles
File 718:Pittsburgh Post-Gazette Jun 1990-2006/Nov 15
(c) 2006 PG Publishing
File 719:(Albany) The Times Union Mar 1986-2006/Nov 15
(c) 2006 Times Union
File 720:(Columbia) The State Dec 1987-2006/Nov 15
(c) 2006 The State
File 724:(Minneapolis)Star Tribune 1989-1996/Feb 04
(c) 1996 Star Tribune
File 727:Canadian Newspapers 1990-2006/Nov 16
(c) 2006 Southam Inc.
File 728:Asia/Pac News 1994-2005/Dec w2
(c) 2005 Dialog
File 731:Philad.Dly.News 1983- 2006/Oct 30
(c) 2006 Philadelphia Newspapers Inc

Set	Items	Description
S1	269	(TRANSFER? OR TRANSMIT? OR SEND? OR ROUTE? OR ROUTING OR FORWARD? OR PASS OR PASSED OR PASSING OR PASSES)(10N)((LEGAL OR CERTIFICATE? ? OR DOCUMENT)(2w)(TITLE OR OWNERSHIP) OR DEED?)?(60N)(PRICE OR PRICING OR PRICES)(60N)(MANUFACTURER? OR BUILDER? OR RET
S2	171	S1 NOT PY>2001
S3	150	RD (unique items)

? t3/3,k/all

3/3,K/1 (Item 1 from file: 13)
DIALOG(R)File 13:BAMP
(c) 2006 The Gale Group. All rts. reserv.

00819437 Supplier Number: 95528160 (USE FORMAT 7 OR 9 FOR FULLTEXT)
Chapter 3 Terms & definitions: things you should know about mortgages,
economic indicators, mutual funds and retirement plans.

Plunkett's On-Line Trading, Finance & Investment Web Sites Almanac, p 50
January 2000
DOCUMENT TYPE: Book (United States)
LANGUAGE: English RECORD TYPE: Fulltext
WORD COUNT: 7315

(USE FORMAT 7 OR 9 FOR FULLTEXT)

TEXT:

...guaranteed loans for homes, businesses and mobile homes. Certificates of
eligibility may be obtained by sending Form DD-214 (Separation Paper) to
the local VA office with VA form 1880 (request...)

...usually include an origination fee, discount points, appraisal fee,
title search and insurance, survey, taxes, deed recording fee, credit
report charge and other costs assessed at settlement. The costs of closing

...
...a lender to make a loan on specific terms or conditions to a borrower or
builder . 2) A promise by an investor to purchase mortgages from a lender
with specific terms...

...construction of buildings or homes. These are usually designed to
provide periodic disbursements to the builder as progress with
construction is made.

Construction/Permanent Loan. A mortgage loan combining short-term...

...FHA and VA loans, the maximum is 41%. Also see Housing
Expenses-to-Income Ratio.

Deed of Trust. Similar to a mortgage, this instrument is used in many
western states to...

...a \$100,000 mortgage would equal \$2,000).

Down Payment. The difference between the purchase price and that portion
of the purchase price being financed. Most lenders require the down payment

...

3/3,K/2 (Item 2 from file: 13)
DIALOG(R)File 13:BAMP
(c) 2006 The Gale Group. All rts. reserv.

00628620 Supplier Number: 25415308 (USE FORMAT 7 OR 9 FOR FULLTEXT)
Japan

(Japan's National tax Administration has not yet issued formal policies
regarding taxation on electronic commerce, but recognizes that one of
the issues will be identifying the parties to a transaction and
enforcing record-keeping mandates; Japan does not yet have a taxpayer
identification number system)

Article Author(s): Owaki, Masayuki; Tamazawa, Kenji
International Tax Review E-Commerce Taxation Supplement, p 68-70
September 1999

DOCUMENT TYPE: Journal (United Kingdom)

Ginger R. DeMille

LANGUAGE: English RECORD TYPE: Fulltext; Abstract
WORD COUNT: 1705

(USE FORMAT 7 OR 9 FOR FULLTEXT)

TEXT:

...world of e-commerce, determination of the point of service is not a simple matter.

TRANSFER PRICING

Transfer pricing considerations play a vital role in the e-commerce debate. Technological advances will push global...

...the physical shipment of goods, the contribution of intangibles, and the provision of services from legal transfers of title. Therefore, more emphasis will need to be placed on the attribution of appropriate returns to...

...within multinational corporations.

The NTA has not issued any specific statements in the context of transfer pricing, so the general transfer pricing rules and practices will be applied to e-commerce transactions. The NTA has considerable experience in examining multinational corporations, such as general trading companies and manufacturers with foreign manufacturing activities, that design their transaction flows with a high level of sophistication...

...pace of e-commerce likely will increase the pressure on multinational corporations to "get their transfer prices right" at a detail-oriented level.

TAX TREATMENT OF WEB DEVELOPMENT COSTS

The NTA has...

3/3,K/3 (Item 1 from file: 15)
DIALOG(R)File 15:ABI/Inform(R)
(c) 2006 ProQuest Info&Learning. All rts. reserv.

01874624 05-25616

RBS rolls out UK train deal

Anonymous

Euroweek n614 PP: 9 Aug 6, 1999

ISSN: 0952-7036 JRNL CODE: EUW

WORD COUNT: 342

...TEXT: to WCT at least until the March 2012 expiry of its franchise to operate the route. The bond will be secured on the trains, and lease payments will amortise the debt...

...proceeds to repay a bridge loan from RBS, already used to pay half the purchase price to the manufacturers - but it will not gain legal title to the trains until they are delivered, starting in 2001.

Once the trains are running, the deal is subject to the credit risk of VRG; performance risk on the manufacturers, which will service the trains; reliance on national track provider Railtrack to upgrade the track...

3/3,K/4 (Item 2 from file: 15)
DIALOG(R)File 15:ABI/Inform(R)
(c) 2006 ProQuest Info&Learning. All rts. reserv.

01627299 02-78288

Inclusionary housing in California: The experience of two decades

Ginger R. DeMille

Calavita, Nico; Grimes, Kenneth
Journal of the American Planning Association v64n2 PP: 150-169 Spring
1998
ISSN: 0194-4363 JRNL CODE: AIP
WORD COUNT: 11940

...TEXT: included reduced parking standards, density bonuses, processing assistance and, in Orange County, the ability to transfer credits from builders who had built more than their share of deed-restricted, price-controlled, low- and moderate-income units. In addition, low-cost financing was made available by...

3/3,K/5 (Item 3 from file: 15)
DIALOG(R)File 15:ABI/Inform(R)
(c) 2006 ProQuest Info&Learning. All rts. reserv.

01184689 98-34084
Kickin' up some dust with effective promotions
Abcede, Angel; Dwyer, Steve; Shook, Phil
NPN: National Petroleum News v88n3 PP: 25-28 Mar 1996
ISSN: 0149-5267 JRNL CODE: NPN
WORD COUNT: 3132

...TEXT: customizing a cup design," says Leonard.

Taking it to the streets

Cup promotions also provide **retailers** with another payoff dimension. Invariably, the chain receives "street" exposure as customers carry cups around...

...extended length of time. But instead of relying just on the exposure drink cups bring, **retailers** have discovered other techniques.

Mark Slutsky of Streetfighter Marketing, a Gahanna, Ohio, retail marketing consulting firm, says passing out flyers to commuters announcing a new program or a special at a local chain...

...the meter was re-fed. It also promotes the retail location. Slutsky says the good deed encourages some to visit the store.

Even if the response rate is only 5%, it...

...in annual business. Those 100 new faces a year can add \$100,000 to a retailer's cash flow.

Partnering with a local business remains a tried and true promotional technique couponing because it affects everyday price credibility. There is a way around that, says Slutsky.

"When you get involved in a...

3/3,K/6 (Item 4 from file: 15)
DIALOG(R)File 15:ABI/Inform(R)
(c) 2006 ProQuest Info&Learning. All rts. reserv.

01152689 98-02084
Tax Court's Taisei case sheds light on the definition of "permanent establishment"
Pollack, Lawrence A
Tax Adviser v27n1 PP: 28-33 Jan 1996
ISSN: 0039-9957 JRNL CODE: TAD
WORD COUNT: 5118

...TEXT: assumes the normal business risks and expenses of its own operations.

Consignment sales: A foreign manufacturer can structure a consignment sales arrangement with an unrelated or wholly owned U.S. distributor...

...virtue of an agency relationship.

For example, in Rev. Rul. 63-113,(11) a foreign manufacturer resident in a treaty jurisdiction sold goods at arm's-length prices to an unrelated U.S. distributor on a consignment basis. Title to the goods passed from the manufacturer to the distributor (and immediately from the distributor to its ultimate customer) when and if the distributor made a sale of such goods. Although legal title to the goods remained with the manufacturer until sale by the distributor, risk of their loss from damage, destruction, theft or loss...

...held on consignment from time to time to such locations as it desired without the manufacturer's notice or consent.

* The distributor bore the cost of insurance of the consigned goods with loss payable to the manufacturer .

* On request, the distributor furnished the manufacturer with an inventory of goods held on consignment, but was not obligated to account to ...

...permanent establishment. The ruling emphasized the following:

* The U.S. distributor "determined" its own resale prices .(13)

* The foreign manufacturer also sold its products to other unrelated and independent distributors in...

3/3,K/7 (Item 5 from file: 15)
DIALOG(R)File 15:ABI/Inform(R)
(c) 2006 ProQuest Info&Learning. All rts. reserv.

01035741 96-85134
Pounding the pavement: "Streetfighter" marketing
Anonymous
NPN: National Petroleum News v87n5 PP: 18-19 May 1995
ISSN: 0149-5267 JRNL CODE: NPN
WORD COUNT: 703

...TEXT: ads and in-store promotional techniques. In its simplest form, streetfighter marketing describes the savvy retailer who sends his employees to a municipal parking lot to re-feed parking meters for the people...

...a two-for-one special on Brand X dry snacks."

Techniques like this can help retailers bring in new customers without putting so much as a ripple in their capital budgets. Slutsky's main point is that the potential customers remember good deeds and may feel obligated to visit the store. Once in the door, the proprietor has...

...new patron who becomes a regular is worth \$1,000 in annual business to a retailer ; He asserts that just 100 new faces a year can add \$100,000 to a retailer's cash flow.

Not every business owner is going to endorse the parking meter technique...

...car dealerships.

Cross-promotional partnering is similar to couponing except that it "protects your regular price credibility," said Slutsky. "The cross-promotion transfers the responsibility of your discount to someone else. When you run a newspaper ad with..."

3/3,K/8 (Item 6 from file: 15)
DIALOG(R)File 15:ABI/Inform(R)
(c) 2006 ProQuest Info&Learning. All rts. reserv.

00738662 93-87883
Lighting the path to profit: GE's control of the electric lamp industry, 1892-1941
Reich, Leonard S
Business History Review v66n2 PP: 305-334 Summer 1992
ISSN: 0007-6805 JRNL CODE: BHR
WORD COUNT: 10870

...TEXT: its own or to acquire new inventions. GE offered even more restrictive arrangements to other manufacturers. They received far smaller sales limits, with higher royalty rates, and they were required to ...

...lamp bases from GE (which also helped GE keep track of their production). The small manufacturers were not permitted to export, and they had to provide GE with royalty-free licensing...

...percent of American lamp sales lay beyond the company's grasp.(26)

To skirt the price-fixing prohibition in the consent decree, GE established an "agency" sales system, whereby it retained legal ownership of the lamps while they were in the possession of wholesalers and retailers (who accepted them on consignment). Retailers were required to take regular inventories of lamp stocks and to report back to the...

...product until it was in the hands of the consumer, the company could set any price it chose. The Federal Trade Commission (FTC) declined to give its imprimatur to this arrangement but never objected to its use.(27)

With the passing of the consent decree and the consequent patent-licensing agreements and agency system, GE entered...

3/3,K/9 (Item 7 from file: 15)
DIALOG(R)File 15:ABI/Inform(R)
(c) 2006 ProQuest Info&Learning. All rts. reserv.

00649218 92-64158
Jobs, Housing, Transportation: A Balance Through Mediated Fair Shares
Opalski, Douglas V.
Journal of Housing v49n6 PP: 290-295, 298-300 Nov/Dec 1992
ISSN: 0272-7374 JRNL CODE: JHO
WORD COUNT: 3286

...TEXT: but equal) or unserviceable. Most new sites precipitate spirited mediation.

FAIR HOUSING

Except for cases transferred from the courts, COAH's process is voluntary. It is an alternative to exclusionary litigation...

...limited road capacity. In return, a certain set-aside of units, usually

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one-fifth, is "deed restricted" for low-and moderate-income households.

Remaining market households subsidize the set-asides through an increased sales price of about 6 percent or approximately \$6,000 more per unit. Thus, court-imposed builders' remedies result in five or more times a town's fair share.

For example, if the local fair share is 375 units, imposed with builders' remedies, at least 1,875 total units result. About a half square mile of land will be required at higher densities. Excessive builders' remedies carry the risk of a local jobs-housing-transportation imbalance. Impositions such as this...

3/3,K/10 (Item 1 from file: 16)
DIALOG(R)File 16:Gale Group PROMT(R)
(c) 2006 The Gale Group. All rts. reserv.

04765488 Supplier Number: 47015354 (USE FORMAT 7 FOR FULLTEXT)
City dealing keeps plant planted

Prizinsky, David
Crain's Cleveland Business, p1
Jan 6, 1997

Language: English Record Type: Fulltext
Document Type: Magazine/Journal; Tabloid; Trade
Word Count: 952

... Ellison decided Even Cut could buy the Bowman building if it could get a good price, could find help with financing and could lease half the building to another manufacturer. But buying the building wouldn't be enough. Mr. Ellison needed better truck access and...

...the property, according to city officials.

The city will obtain the Krina property through the deed-in-lieu-of-foreclosure process, according to Chris Warren, director of the city's Economic...

...in public policy' for the city, which is looking for ways to retain inner-city manufacturers that need room to expand.

'The deed -in-lieu-of-foreclosure hasn't been used before in industrial development projects,' Mr. Warren...

...the real estate, the taxes get removed,' Mr. Manos said.

The city is willing to transfer the land to Even Cut because the manufacturer will remove an eyesore from the neighborhood. City Council has approved a \$350,000, low...

...rate of 4%, according to Mr. Warren.

City Council is expected to act on the transfer of the Krina property this month, according to Mr. Ellison. Once Even Cut owns the...

3/3,K/11 (Item 2 from file: 16)
DIALOG(R)File 16:Gale Group PROMT(R)
(c) 2006 The Gale Group. All rts. reserv.

04598006 Supplier Number: 46759915 (USE FORMAT 7 FOR FULLTEXT)
Leasing Capital Assets Advantages for Buyers and Sellers

East/West Executive Guide, v6, n10, pN/A
Oct 1, 1996

Language: English Record Type: Fulltext
Document Type: Magazine/Journal; Trade
Word Count: 820

... of story--no need to pay it back! Financial leasing offers foreign

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and domestic equipment manufacturers , sellers and potential Russian-based buyers access to an economical and tax effective form of...

...substantive economic ownership of the asset. This depends on answers to such questions as:

* whether legal ownership transfers to the lessee or a bargain purchase option exists at the end of the lease...

...net present value of the sum lease payments equals or exceeds the asset's purchase price ; and other measures of substantive transfer of the economic risks and rewards of ownership to the lessee. If the preponderance of...

3/3,K/12 (Item 3 from file: 16)
DIALOG(R)File 16:Gale Group PROMT(R)
(c) 2006 The Gale Group. All rts. reserv.

04537309 Supplier Number: 46666701 (USE FORMAT 7 FOR FULLTEXT)

THE CHINA SOURCE

Appliance, p79

Sept, 1996

Language: English Record Type: Fulltext

Document Type: Magazine/Journal; Trade

Word Count: 3240

... China is still a quagmire. But, if you work with a third party who takes legal title from the Chinese manufacturer and then resells to you, you then have legal recourse in the U.S. in...

...have selected the factory (either directly or through a third party) and have negotiated a price , the next step involves a discussion of terms.

Payment terms - If you purchase directly, you parties. In most instances, funds are transferred when your goods are loaded on a vessel and the factory presents shipping documents to...

3/3,K/13 (Item 4 from file: 16)
DIALOG(R)File 16:Gale Group PROMT(R)
(c) 2006 The Gale Group. All rts. reserv.

01486611 Supplier Number: 41800676

Golden Heritage in transition?

Arizona Business Gazette, p8

Jan 17, 1991

Language: English Record Type: Abstract

Document Type: Magazine/Journal; Trade

ABSTRACT:

...title to properties within 4 residential developments that Golden Heritage currently has under construction. Warranty deeds recorded 12/31/91, show that Pew Construction (Montana) has acquired 125 residential lots from Golden Heritage. There has been no sale price listed on the transactions. Pew nor Ludden would comment on the specifics of the buyout. The deeds of trust also recorded in connection with the transfer of the property ownership reveal that the lots secure over \$5.6 mil in loans...

...Currently, Pew Construction has the responsibility of paying off those debts. Golden Heritage is a builder of homes primarily in the \$200,000 to \$300,000 range. The company specializes in...

3/3,K/14 (Item 1 from file: 20)
DIALOG(R)File 20:Dialog Global Reporter
(c) 2006 Dialog. All rts. reserv.

12851973 (USE FORMAT 7 OR 9 FOR FULLTEXT)
Denver Development Firm Plans Loft Complex Near Football Stadium
Steve Raabe
KRTBN KNIGHT-RIDDER TRIBUNE BUSINESS NEWS (DENVER POST - COLORADO)
September 15, 2000
JOURNAL CODE: KDPT LANGUAGE: English RECORD TYPE: FULLTEXT
WORD COUNT: 364

(USE FORMAT 7 OR 9 FOR FULLTEXT)

... said the project will offer buyers the cachet of Lower Downtown living but with lower prices and less commotion.

"For people who see the prices in LoDo and wish they would have bought four years ago, this project is LoDo four years ago," said Mark Sidell, president of Gart Properties, a unit of Denver-based retailer and real-estate developer Gart Companies.

"It's within reach of LoDo, but it's...

...not yet set income guidelines for the 15 affordable units.

The affordable units also are deed-restricted, which means annual appreciation is limited.

The project joins several other new developments in...

... Commons Park and Cuernavaca Park providing 60 acres of nearby open space, city officials and builders say they expect the neighborhood to develop quickly.

For the WaterTower lofts, 96 of the units will be built in the 108-year-old Benedict Warehouse and Transfer Building at 2950 Inca St. When 80 of the lofts are sold, Gart Properties will...

3/3,K/15 (Item 2 from file: 20)
DIALOG(R)File 20:Dialog Global Reporter
(c) 2006 Dialog. All rts. reserv.

06705770 (USE FORMAT 7 OR 9 FOR FULLTEXT)
Houston-Area Neighborhood Offers Savings with Used Homes
Katherine Feser
KRTBN KNIGHT-RIDDER TRIBUNE BUSINESS NEWS (HOUSTON CHRONICLE - TEXAS)
August 15, 1999
JOURNAL CODE: KHCN LANGUAGE: English RECORD TYPE: FULLTEXT
WORD COUNT: 346

(USE FORMAT 7 OR 9 FOR FULLTEXT)

"We could move into a relatively new home, but not have the higher price," says Diane, who estimates they saved about \$15,000 by purchasing a used home.

The family recently moved here from Massachusetts because of a job transfer. The highly rated Klein schools appealed to the Hogans. Their three children plan to attend...

...high schools.

Houses in Dove Meadows span three decades, with Superior Homes as the main builder in the 1970s and Gemcraft Homes in the 1980s. Pioneer Homes and Hampton Homes built...

... of the houses in the 1990s; these make up about 40 percent of the neighborhood.

Prices range from around \$65,000 to \$107,000, says Chris Hardee, owner of Century 21...

... much of the Houston area, a shortage of houses on the market has pushed up prices recently. Values are 10 percent to 20 percent higher than just two years ago, Hardee says. Prices are comparable to those in

Ginger R. DeMille

Bridgestone, a nearby community of about 1,600 homes.

The subdivision's well-kept appearance and tightly enforced deed restrictions have been a draw, Hardee says.

Older houses also offer a good value. Tim...

3/3,K/16 (Item 3 from file: 20)
DIALOG(R)File 20:Dialog Global Reporter
(c) 2006 Dialog. All rts. reserv.

05827326 (USE FORMAT 7 OR 9 FOR FULLTEXT)

No yorker, this

BUSINESS LINE

June 21, 1999

JOURNAL CODE: FBLN LANGUAGE: English RECORD TYPE: FULLTEXT
WORD COUNT: 2854

(USE FORMAT 7 OR 9 FOR FULLTEXT)

... b) Advise the company with reference to the relevant provisions of the Companies Act about sending notice of board meetings to the following directors: (6 marks)

i) Mr. Rohit, a director...

... director residing abroad representing the foreign collaborator and the AoA of the company provides for sending notice to such directors.

c) Explain the guidelines issued by SEBI for the purpose of...

... interpreting the statutes. How would you reconcile in case one part of the executed lease deed is in conflict with the other part? (6 marks)

2) Answer any two of the following:

a) The manufacturer of a famous milk product advertised a scheme called "Hidden Wealth Prize Offer". Under the...

...such bottles were entitled to a gift. There was no evidence to show that the price of the product was increased to cover the cost of gift. (8 marks)

Discuss whether the manufacturer has indulged in unfair trade practice and whether the said practice is prejudicial to public...

3/3,K/17 (Item 4 from file: 20)
DIALOG(R)File 20:Dialog Global Reporter
(c) 2006 Dialog. All rts. reserv.

05421251 (USE FORMAT 7 OR 9 FOR FULLTEXT)

San Jose Mercury News, Calif., Real Estate Advice Column

KRTBN KNIGHT-RIDDER TRIBUNE BUSINESS NEWS (SAN JOSE MERCURY NEWS - CALIFORNIA)

May 22, 1999

JOURNAL CODE: KSJM LANGUAGE: English RECORD TYPE: FULLTEXT
WORD COUNT: 1430

(USE FORMAT 7 OR 9 FOR FULLTEXT)

... you live up to the contract and proceed with the transaction. If you decline, the builder could demand that you forfeit the deposit as damages. If you take this route and the builder holds your deposit, talk to an attorney. You should understand that no area is immune...

... other partners agreed to buy me out and we've decided on an acceptable purchase price . We think we need to do only a few things including changing the title on the deed , removing me from the loan, and perhaps a few odds and ends. Do we need...

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... holder and/or real estate attorney should assist you in creating the documents necessary to transfer the title and assure you are released from liability on the existing loan.

-- Judi Souza...

3/3,K/18 (Item 5 from file: 20)
DIALOG(R)File 20:Dialog Global Reporter
(c) 2006 Dialog. All rts. reserv.

05171616 (USE FORMAT 7 OR 9 FOR FULLTEXT)
India: Development through deviations?

HINDU

May 03, 1999

JOURNAL CODE: FFIN LANGUAGE: English RECORD TYPE: FULLTEXT
WORD COUNT: 1176

(USE FORMAT 7 OR 9 FOR FULLTEXT)

... example is the Tamil Nadu Flats and Plots (Regulation of Promotion of Construction, Sale and Transfer) Bill which is gathering dust. This Bill helps shift responsibility on to the developer/promoter...

...for real estate, the promoter should also have a detailed area plan with the sale price -it also suggests that any untrue statements could be punishable with imprisonment or fine. The...

... Registration Act before accepting any advance money, not exceeding 20 per cent of the sale price .

Under the sale agreement, the liabilities of the builder , date of handing over, area of plot/flat including balconies, price with particulars of payment and the nature of association to be constituted have to be...

... Mr. Louis Menezes, former bureaucrat, feels that instead of separate legislation, introducing a chapter on builders' responsibilities in the Tamil Nadu Apartment Ownership Act 1997 would be enough, which he describes as a "toothless tiger" in its present form.

He also points out that the transfer deeds are not always clear with some promoters retaining rights to the terrace, with the advantage of building upon it remaining a strong possibility.

However, the builders feel that the present DCR is vague and confusing and allege that the Chennai Metropolitan...

... the CMDA is that it takes months to give planning permission, hiking costs.

Again many builders feel that the uniform floor space index (FSI) of 1.5 goes against the economics...

... many violations being found in George Town, Nungambakkam, Perambur and Purasawalkam. By increasing the extent, builders hope to increase the profit margins. As land value is high in some areas with hardly any scope for expansion, builders are lured by the tantalising profits and continue to build multi-storeyed complexes disregarding the...

3/3,K/19 (Item 6 from file: 20)
DIALOG(R)File 20:Dialog Global Reporter
(c) 2006 Dialog. All rts. reserv.

02774418 (USE FORMAT 7 OR 9 FOR FULLTEXT)
Courts' shield for consumers - II
ARRANGEMENT WITH CORPORATE LAW ADVISER,
BUSINESS LINE
September 07, 1998

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JOURNAL CODE: FBLN LANGUAGE: English RECORD TYPE: FULLTEXT
WORD COUNT: 1622

(USE FORMAT 7 OR 9 FOR FULLTEXT)

... 1997, 25 CLA Snr. 11 SCDRC).

Consumer forum cannot go into the reasonableness of the pricing of service. Reasonableness or otherwise of the cost or price charged for rendering electricity or any other service is not a matter falling within the...

...Board vs Sheshrao, 1997, 27 CLA Snr. 54 NCDRC).

Failure to execute and register sale deeds may amount to deficiency in service. Where the builders sold certain flats and gave their possession to the purchasers after receiving full consideration but the sale deeds in respect of them were not executed and registered, it was held to be a...

...Estate Ltd, 1997, 27 CLA Snr. 25 NCDRC).

Failure to return shares after endorsement of transfer constitutes deficient service. Where a company fails to return shares after endorsement of transfer, the company would be liable for deficiency in service.

Making endorsement with respect to transfer is merely a part of rendering service by the company which had floated the shares...

3/3,K/20 (Item 1 from file: 47)

DIALOG(R)File 47:Gale Group Magazine DB(TM)
(c) 2006 The Gale group. All rts. reserv.

03228051 SUPPLIER NUMBER: 07432433 (USE FORMAT 7 OR 9 FOR FULL TEXT)
Fax. (facsimile transmission of letters & documents by the telephone system) (editorial)
Abelson, Philip H.
Science, v243, n4895, p1121(1)
March 3, 1989
CODEN: SCIEAS DOCUMENT TYPE: editorial ISSN: 0036-8075
LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT
WORD COUNT: 790 LINE COUNT: 00061

... that an individual might acquire sells for \$2000 or less. Competition among about 50 different manufacturers is keen. Prices have been falling. Additional features, including electronic memory, are being built into the devices.

Personal...

...care of the matter for the cost of paper and a local telephone call. The deed is done in a minute or two. A related situation prevails in communications with places...

...have found fax a substitute for telephoning at inconvenient hours. Chemists and others wishing to transfer detailed structural formulas find fax a convenient tool. Engineering drawings and spread sheets are also being transmitted.

As might be expected, some of the uses are mundane, such as company employees sending their lunch orders to a local deli. Concerns have also been expressed about advertisers using...

3/3,K/21 (Item 1 from file: 88)

DIALOG(R)File 88:Gale Group Business A.R.T.S.
(c) 2006 The Gale Group. All rts. reserv.

07709033 SUPPLIER NUMBER: 75707094

Connecticut retrenches: a proposal to save the Affordable Housing Appeals

Procedure.

Carroll, Robert D.
Yale Law Journal, 110, 7, 1247
May, 2001

ISSN: 0044-0094 LANGUAGE: English RECORD TYPE: Fulltext.
WORD COUNT: 20356 LINE COUNT: 01702

... remain affordable. Even if the towns were equipped to monitor the initial sale and subsequent transfer of deed-restricted units, it is unclear that it would be worth the cost, given...

...165) Thus, the lower the prevailing interest rate for mortgages, the greater the maximum allowable price. The problem arises when a buyer buys during a time when mortgage interest rates are...

...buyer would lose a significant amount of the equity in his or her home.

The price restriction in general, and this risk posed by rising interest rates in particular, go against...

...develop savings.(166) This additional risk may also increase the difficulty of getting mortgages on deed -restricted properties.(167)

VI. AN ALTERNATIVE PROCEDURE

Most of the housing units produced under the...

...units are frequently built at a higher density than would have been allowed if the builder had not invoked the Appeals Procedure. Anecdotal evidence suggests that the market-rate units produced under the statute have frequently provided housing at lower prices than were previously available in the host municipality.(169)

Deed -restricted units can present significant problems. These include difficulty with getting mortgages on deed -restricted properties, high administrative costs, and uncertainty about whether the properties remain in the hands of qualifying tenants and owners. By increasing the number of deed -restricted units required in set-aside developments, the 2000 amendments to the Appeals Procedure threaten...

...multifamily housing construction in Connecticut, while at the same time potentially increasing the number of deed -restricted units built. The outcomes of the last decade of experience with the Appeals Procedure and the problems with deed -restricted units suggest that the 2000 amendments to the statute move away from achieving the...

...s affordable housing shortage would be for the legislature to scrap the system of creating deed -restricted set-aside units in favor of a builder 's remedy that would be triggered by proposals to build multifamily developments above a certain...

3/3,K/22 (Item 2 from file: 88)
DIALOG(R)File 88:Gale Group Business A.R.T.S.
(c) 2006 The Gale Group. All rts. reserv.

07701957 SUPPLIER NUMBER: 69203225
Intangible property under the Federal mail fraud statute and the Takings Clause: a case study.

Hostetler, Michael J.
Duke Law Journal, 50, 2, 589
Nov, 2000

ISSN: 0012-7086 LANGUAGE: English RECORD TYPE: Fulltext
WORD COUNT: 25166 LINE COUNT: 02039

... wire and mail fraud indictments resulting from an alleged scheme to defraud a chewing gum manufacturer out of pricing policies, promotional campaigns, product safety information, and new products).

(37.) 467 U.S. 986 (1984...)

...at 1002 ("Congress reasoned that submitters of data are 'entitled' to

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'compensation' because they 'have legal ownership of the data.'" (quoting H.R. CONF. REP. NO. 95-1560, at 29 (1978), reprinted...)

...noting that trade secrets are assignable, can form the res of a trust, and can pass to a trustee in bankruptcy).

(44.) See id. at 1003. The Court noted that it...

3/3,K/23 (Item 1 from file: 132)
DIALOG(R)File 132:S&P's Daily News
(c) 2006 McGraw-Hill Companies Inc. All rts. reserv.

00025517
FREEPORT-McMORan ENERGY PARTNERS LTD. 851112

Date Set for Separation of Depositary Units and Special Redemption Privilege

... by the terms of the special redemption agreement dated Apr. 26, 1985, between FMI and Manufacturers Hanover Trust Co., as redemption agent for FMI. Under the terms of the agreement, each...

...FMI to purchase one Dep. unit in 1990 at the lesser of \$22 (the initial price to the public) or the adjusted net worth per Dep. unit, as set forth in...

... the separation date, the Dep. unit and the SRP may not be split, exchanged, or transferred separately. On and after such date, the Dep. unit certificate would represent only the Dep...

... at the close of busines on Nov. 26, 1985, automatically would be mailed a separate certificate representing only ownership of the SRP.
(Standard & Poor's NEWS)

3/3,K/24 (Item 1 from file: 148)
DIALOG(R)File 148:Gale Group Trade & Industry DB
(c)2006 The Gale Group. All rts. reserv.

10181206 SUPPLIER NUMBER: 20556874 (USE FORMAT 7 OR 9 FOR FULL TEXT)
Superior TeleCom Inc. Completes Purchase of Majority of Zion Cables United Works Ltd.
PR Newswire, p0505NYTU045
May 5, 1998
LANGUAGE: English RECORD TYPE: Fulltext
WORD COUNT: 584 LINE COUNT: 00054

... Superior Cable' and will extend recognition of Superior's name to the international markets."

Justin Deedy , President of Superior Telecommunications Inc., stated that "the combination of Superior and Zion Cables is...

...practices of each company. We welcome the Zion Cables employees to our team and look forward to working with them."

BT Alex Brown acted as the strategic advisor to Superior TeleCom Inc. in connection with the transaction.

Superior TeleCom Inc. is a leading manufacturer and supplier of telecommunications cable and wire products to telephone companies, distributors and systems integrators...

...systems.

Except for the historical information herein, the matters discussed in this news release include forward -looking statements that may involve a number of risks and uncertainties. Actual results may vary...

...market acceptance of new products and continuing product demand, the

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impact of competitive products and pricing , changing economic conditions, including changes in short term interest rates and other risk factors detailed...

3/3,K/25 (Item 2 from file: 148)
DIALOG(R)File 148:Gale Group Trade & Industry DB
(c)2006 The Gale Group. All rts. reserv.

09014770 SUPPLIER NUMBER: 18750798 (USE FORMAT 7 OR 9 FOR FULL TEXT)
The China source. (offshore sourcing strategy)
Bloom, Michael
Appliance, v53, n9, p79(3)
Sep, 1996
ISSN: 0003-6781 LANGUAGE: English RECORD TYPE: Fulltext
WORD COUNT: 3490 LINE COUNT: 00280

... China is still a quagmire. But, if you work with a third party who takes legal title from the Chinese manufacturer and then resells to you, you then have legal recourse in the U.S. in...

...have selected the factory (either directly or through a third party) and have negotiated a price , the next step involves a discussion of terms.
Payment terms - If you purchase directly, you...

...with your bank that provide some protection to both parties. In most instances, funds are transferred when your goods are loaded on a vessel and the

3/3,K/26 (Item 3 from file: 148)
DIALOG(R)File 148:Gale Group Trade & Industry DB
(c)2006 The Gale Group. All rts. reserv.

08664284 SUPPLIER NUMBER: 18251244 (USE FORMAT 7 OR 9 FOR FULL TEXT)
Kickin' up some dust with effective promotions. (includes related article)
Abcede, Angel; Dwyer, Steve; Shook, Phil
National Petroleum News, v88, n3, p25(4)
March, 1996
ISSN: 0149-5267 LANGUAGE: English RECORD TYPE: Fulltext; Abstract
WORD COUNT: 3796 LINE COUNT: 00297

... customizing a cup design," says Leonard.
Taking it to the streets
Cup promotions also provide retailers with another payoff dimension. Invariably, the chain receives "street" exposure as customers carry cups around...

...extended length of time. But instead of relying just on the exposure drink cups bring, retailers have discovered other techniques.
Mark Slutsky of Streetfighter Marketing, a Gahanna, Ohio, retail marketing consulting firm, says passing out flyers to commuters announcing a new program or a special at a local chain...

...the meter was re-fed. It also promotes the retail location. Slutsky says the good deed encourages some to visit the store.
Even if the response rate is only 5%, it...

...in annual business. Those 100 new faces a year can add \$100,000 to a retailer 's cash flow.

Partnering with a local business remains a tried and true promotional technique...

...there's a stigma attached to discounting a product through couponing because it affects everyday price credibility. There is a way around

that, says Slutsky.

"When you get involved in a...

3/3,K/27 (Item 4 from file: 148)
DIALOG(R)File 148:Gale Group Trade & Industry DB
(c)2006 The Gale Group. All rts. reserv.

07897312 SUPPLIER NUMBER: 16961877 (USE FORMAT 7 OR 9 FOR FULL TEXT)
'TAP'ing into the future: program gives jobbers hands-on natural gas opportunities. (Tenneco Alliance Program)

National Petroleum News, v87, n5, p15(5)

May, 1995

ISSN: 0149-5267 LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT; ABSTRACT
WORD COUNT: 2157 LINE COUNT: 00166

... ads and in-store promotional techniques. In its simplest form, streetfighter marketing describes the savvy retailer who sends his employees to a municipal parking lot to re-feed parking meters for the people...

...a two-for-one special on Brand X dry snacks."

Techniques like this can help retailers bring in new customers without putting so much as a ripple in their capital budgets. Slutsky's main point is that the potential customers remember good deeds and may feel obligated to visit the store. Once in the door, the proprietor has...

...new patron who becomes a regular is worth \$1,000 in annual business to a retailer ; He asserts that just 100 new faces a year can add \$100,000 to a retailer 's cash flow.

Not every business owner is going to endorse the parking meter technique...

...car dealerships.

Cross-promotional partnering is similar to couponing except that it "protects your regular price credibility," said Slutsky. "The cross-promotion transfers the responsibility of your discount to someone else. When you run a newspaper ad with..."

3/3,K/28 (Item 5 from file: 148)
DIALOG(R)File 148:Gale Group Trade & Industry DB
(c)2006 The Gale Group. All rts. reserv.

07554843 SUPPLIER NUMBER: 15806953 (USE FORMAT 7 OR 9 FOR FULL TEXT)
The scope of permissible coordination between merging entities prior to consummation.

Blumenthal, William

Antitrust Law Journal, 63, n1, 1-58

Fall, 1994

ISSN: 0003-6056 LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT; ABSTRACT
WORD COUNT: 30141 LINE COUNT: 02480

... of securities has not occurred for purposes of [sections] 16 of '34 Act if the transfer is subject to significant conditions); Portney v. Revlon, 650 F.2d 895 (7th Cir. 1981) (same); Champion Home Builders v. Jeffers, 352 F. Supp. 1081, 1083 (E.D. Mich. 1973) (collecting authority and stating that beneficial ownership under [sections] 16 transfers as of "the date on which the [purchaser] is irrevocably bound").

But see Securities Act...

...at risk); Tennessee Natural Gas Lines, Inc. v. Commissioner, 71 T.C. 74 (1978) (although transfer of legal title remained subject to regulatory approval, transfer of tax title was deemed to have occurred where buyer paid purchase price , both parties had reflected transfer on

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their books, both had reported transfer to SEC, and buyer had paid property taxes); Herbert J. Investment Corp. v. United States...

3/3,K/29 (Item 6 from file: 148)
DIALOG(R)File 148:Gale Group Trade & Industry DB
(c)2006 The Gale Group. All rts. reserv.

06446698 SUPPLIER NUMBER: 13646512 (USE FORMAT 7 OR 9 FOR FULL TEXT)
Are today's trade promotion programs encouraging efficiency?
Blaser, James D.
Grocery Marketing, v59, n4, p40(1)
April, 1993
ISSN: 0888-0360 LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT
WORD COUNT: 496 LINE COUNT: 00041

... will be at risk.
Despite the emotional arguments and turmoil surrounding the issues of EDLP pricing , "fairness" and "level playing fields" among various channels, some portion of the pricing differential is due to real operating efficiencies.

In fact, the recent Food Marketing Institute-sponsored...

...given these advantages unfairly, but these same customers have been willing to deal on a deed -net pricing basis.

They have not sought the traditional menu of trade promotions and allowances that traditional...

...costs to yield lower net landed costs in the stores.

To close the dangerous retail price gaps, manufacturers and their traditional grocery customers must consider reallocating the large pool of trade dollars, selling...

...done:

- * Buying/selling has to be streamlined;
- * System inventory has to be reduced as contract pricing replaces deal/ forward buy practices;
- * Fringe items must be pruned from the mix;
- * Product flow must be streamlined...

3/3,K/30 (Item 7 from file: 148)
DIALOG(R)File 148:Gale Group Trade & Industry DB
(c)2006 The Gale Group. All rts. reserv.

05927174 SUPPLIER NUMBER: 14336579 (USE FORMAT 7 OR 9 FOR FULL TEXT)
Lighting the path to profit: GE's control of the electric lamp industry, 1892-1941. (General Electric Co.)
Reich, Leonard S.
Business History Review, v66, n2, p305(28)
Summer, 1992
ISSN: 0007-6805 LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT; ABSTRACT
WORD COUNT: 10615 LINE COUNT: 00852

... its own or to acquire new inventions. GE offered even more restrictive arrangements to other manufacturers . They received far smaller sales limits, with higher royalty rates, and they were required to ...

...lamp bases from GE (which also helped GE keep track of their production). The small manufacturers were not permitted to export, and they had to provide GE with royalty-free licensing...

...percent of American lamp sales lay beyond the company's grasp.(26)
To skirt the price -fixing prohibition in the consent decree, GE

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established an "agency" sales system, whereby it retained legal ownership of the lamps while they were in the possession of wholesalers and retailers (who accepted them on consignment). Retailers were required to take regular inventories of lamp stocks and to report back to the...

...product until it was in the hands of the consumer, the company could set any price it chose. The Federal Trade Commission (FTC) declined to give its imprimatur to this arrangement but never objected to its use.(27)

With the passing of the consent decree and the consequent patent-licensing agreements and agency system, GE entered...

3/3,K/31 (Item 8 from file: 148)
DIALOG(R)File 148:Gale Group Trade & Industry DB
(c)2006 The Gale Group. All rts. reserv.

02509288 SUPPLIER NUMBER: 03991896 (USE FORMAT 7 OR 9 FOR FULL TEXT)
Freeport-McMoRan Inc. and its depositary unit will no longer trade together
on New York Stock Exchange.

PR Newswire, NYPR62
Oct 25, 1985

LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT
WORD COUNT: 401 LINE COUNT: 00030

... by the terms of the special redemption agreement dated April 26, 1985, between FMI and Manufacturers Hanover Trust Co., as redemption agent for FMI. Under the terms of the special redemption...

...to purchase one depositary unit in 1990 at the lesser of (1) \$22 -- the initial price to the public -- or (2) the adjusted net worth per depositary unit, as set forth...

...Nov. 27, 1985, the depositary unit and the SRP may not be split, exchanged or transferred separately. However, on and after Nov. 27, 1985, the depositary unit certificate will represent only...

...at the close of business on Nov. 26, 1985, will automatically be mailed a separate certificate representing only ownership of the SRP. Unitholders will then have two certificates: (1) one representing ownership of the...

...no longer carry the SRP right although still containing the SRP legend and (2) one certificate representing ownership of the SRP.

Unitholders who are owners of record at the close of business on Nov. 26, 1985, may, but need not, submit such depositary unit certificate to Manufacturers Hanover Trust Co., the transfer agent, in order to exchange such certificate for one which does not contain the legend...

3/3,K/32 (Item 1 from file: 180)
DIALOG(R)File 180:Federal Register
(c) 2006 format only DIALOG. All rts. reserv.

DIALOG Accession Number: 02281532 Supplier Number: 930500783
Guidance Regarding Section 602 of the Veterans Health Care Act of 1992;
Limitation on Prices of Drugs Purchased by Covered Entities
Volume: 58 Issue: 87 Page: 27289
CITATION NUMBER: 58 FR 27289
Date: FRIDAY, MAY 7, 1993

TEXT:
...initial list of covered entities are effective retroactive to that date, manufacturers should incorporate these pricing limitations in dealings with covered entities as of that date. If the manufacturer finds that...

...purchases on and after the date of their inclusion on the list.

(b) Definition of Manufacturer

The term " Manufacturer " has the meaning as set forth in section 1927(k)(5) of the Social Security...

...synthesis, or

(2) the packaging, repackaging, labeling, relabeling, or distribution of prescription drug products.

A manufacturer must hold legal title to or possession of the NDC number for the covered outpatient drug. Such term does not include a wholesale distributor of drugs or a retail pharmacy licensed under State law.

" Manufacturer " also includes an entity, described in (1) or (2) above, that sells outpatient drugs to covered entities, whether or not the manufacturer participates in the Medicaid rebate program. Furthermore, the Pharmaceutical Pricing Agreement provides that the term also includes any contractor who fulfills the responsibilities pursuant to the PHS drug pricing agreement.

The Department is aware that many covered entities purchase drugs from wholesalers, rather than directly from manufacturers. Manufacturers shall take the steps necessary to assure that the discounts required by this legislation are passed through the wholesalers to the covered entities.

(c) Pharmaceutical Pricing Agreement

A manufacturer must sign an Agreement with the Department agreeing not to charge a covered entity a price for a covered outpatient drug exceeding the AMP of the drug decreased by the rebate percentage. Signing the Agreement does not prohibit a manufacturer from charging a price for a covered outpatient drug that is lower than the maximum price that can be charged.

The Department mailed the Agreements December 15, 1992, priority mail, and
...

3/3,K/33 (ITEM 1 FROM FILE: 349)
DIALOG(R)File 349:PCT FULLTEXT
(c) 2006 WIPO/Thomson. All rts. reserv.

00351843 **Image available**

CONSIGNMENT NODES

Noeud de CONSIGNATION DE MARCHANDISES

Patent Applicant/Assignee:

FLEANET INC,

Inventor(s):

WOOLSTON Thomas G,

Patent and Priority Information (Country, Number, Date):

Patent: WO 9634356 A1 19961031

Application: WO 96US6205 19960426 (PCT/WO US9606205)

Priority Application: US 95427820 19950426; US 95554704 19951107

Designated States:

(Protection type is "patent" unless otherwise stated - for applications prior to 2004)

Ginger R. DeMille

CA RU AT BE CH DE DK ES FI FR GB GR IE IT LU MC NL PT SE

Publication Language: English
Fulltext Word Count: 12812

Fulltext Availability:

Detailed Description

Detailed Description

... good is found on the market maker computer 800 by a participant 900 or another retailer 902, it is in fact for-sale and is in the physical and legal possession of a "trusted" franchise and (2) that when a bona fide purchase price is tendered by a participant 900 or another retailer 902 the legal title to a good as represented by the record will transfer to the buyer with an immediate or nearly immediate finality to the transaction. This frame...and art deco collectable from a collectable shop in Russia but is very reluctant to send credit card information to an unknown Russian collectable shop for the obvious concerns of credit...

3/3,K/34 (Item 1 from file: 387)

DIALOG(R)File 387:The Denver Post
(c) 2006 Denver Post. All rts. reserv.

01028898 (USE FORMAT 7 OR 9 FOR FULLTEXT)

"Flippers' drive up housing prices Investors buy, sell for quick profits

Emily Narvaes, Denver Post Business Writer

Denver Post, THU1 ED, P A-01

Thursday, May 11, 2000

DOCUMENT TYPE: NEWSPAPER LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT

SECTION HEADING: FRONT PAGE

Word Count: 944

(USE FORMAT 7 OR 9 FOR FULLTEXT)

...affordability of housing," said Hank Stovall, Broomfield's mayor pro-tem. "At the Broadlands, the price range started out at \$180,000 on up to \$1 million-plus, but the lower floor now appears to have been raised."

Broomfield probably couldn't pass an ordinance banning flipping, even if it tends to drive up home prices , said Deputy City Attorney Tonya Haas.

"We can't really prohibit people from turning around...

...assistant director of community development. A housing authority can buy property, then slap on a deed restriction, which freezes the price .

"It's a way to maintain long-term affordability," he said. People are smart, Davis...

...demand for just a few homes, he said, especially with the large backlog that many builders must contend with.

People know they can resell a home when it takes a builder six to eight months to build another one just like it, said Greg Ressler, director...

3/3,K/35 (Item 1 from file: 427)

DIALOG(R)File 427:Fort Worth Star-Telegram
(c) 2004 Fort Worth Papers. All rts. reserv.

227632 (USE FORMAT 7 OR 9 FOR FULLTEXT)

(USE FORMAT 7 OR 9 FOR FULLTEXT)

...you live up to the contract and proceed with the transaction. If you decline, the builder could demand that you forfeit the deposit as damages. If you take this route and the builder holds your deposit, talk to an attorney. You should understand that no area is immune...other partners agreed to buy me out and we've decided on an acceptable purchase price . We think we need to do only a few things, including changing the title on the deed , removing me from the loan, and perhaps a few odds and ends. Do we need...

...holder and/or real estate attorney should assist you in creating the documents necessary to transfer the title and assure that you are released from liability on the existing loan.

Judi...

3/3,K/103 (Item 1 from file: 654)
DIALOG(R)File 654:US Pat.Full.
(c) Format only 2006 Dialog. All rts. reserv.

0004897008 **IMAGE Available
Derwent Accession: 1996-497832
new-utility
Facilitating electronic commerce through a two-tiered electronic transactional system
Inventor: Thomas Woolston, INV
Correspondence Address: Richard J. McGrath BURNS, DOANE, SWECKER & MATHIS, L.L.P., P.O. Box 1404, Alexandria, VA, 22313-1404, US

	Publication Number	Kind	Date	Application Number	Filing Date
Main Patent	US 20010007981	A1	20010712	US 2001779551	20010209
Division	PENDING			US 99253057	19990219
Division	PENDING			US 98166779	19981006
Division	US 5845265			US 95554704	19951107
CIP	PENDING			US 95427820	19950426

Fulltext Word Count: 13646

Description of the Invention:

...good is found on the market maker computer 800 by a participant 900 or another retailer 902, it is in fact for-sale and is in the physical and legal possession of a "trusted" franchise and (2) that when a bona fide purchase price is tendered by a participant 900 or another retailer 902 the legal title to a good as represented by the record will transfer to the buyer with an immediate or nearly immediate finality to the transaction. This frame...

...and art deco collectable from a collectable shop in Russia but is very reluctant to send credit card information to an unknown Russian collectable shop for the obvious concerns of credit...

3/3,K/104 (Item 2 from file: 654)
DIALOG(R)File 654:US Pat.Full.
(c) Format only 2006 Dialog. All rts. reserv.

4545196 **IMAGE Available
Derwent Accession: 1996-497832
Utility
E/ Facilitating electronic commerce through two-tiered electronic markets

and auctions

Inventor: Woolston, Thomas G., Alexandria, VA
 Assignee: MercExchange LLC (va)(02), Alexandria, VA
 MercExchange Va LLC
 Examiner: Miller, V. (Art Unit: 215)
 Assistant Examiner: Thompson, Jr., Forest O
 Law Firm: Burns, Doane, Swecker & Mathis, LLP

	Publication Number	Kind	Date	Application Number	Filing Date
Main Patent	US 6266651	A	20010724	US 99253057	19990219
Division	US 5845265	A	19981201	US 95554704	19951107
Continuation	Pending			US 98166779	19981006
CIP	Pending			US 95427820	19950426

Fulltext Word Count: 13439

Description of the Invention:

...good is found on the market maker computer 800 by a participant 900 or another retailer 902, it is in fact for-sale and is in the physical and legal possession of a "trusted" franchise and (2) that when a bona fide purchase price is tendered by a participant 900 or another retailer 902 the legal title to a good as represented by the record will transfer to the buyer with an immediate or nearly immediate finality to the transaction. This frame...

...and art deco collectable from a collectable shop in Russia but is very reluctant to send credit card information to an unknown Russian collectable shop for the obvious concerns of credit...

3/3,K/105 (Item 3 from file: 654)

DIALOG(R)File 654:US Pat.Full.

(c) Format only 2006 Dialog. All rts. reserv.

4473811 **IMAGE Available

Derwent Accession: 1996-497832

LitAlert Accession: P2001-43-21 **See File 670 for Litigation Utility

REEXAMINATION REQUESTED **See File 123 for amended claim

E/ Facilitating internet commerce through internetworked auctions

Inventor: Woolston, Thomas G., 8408 Washington Ave., Alexandria, VA, 22309

Assignee: Merc Exchange LLC(02), Alexandria, VA
 Merc Exchange LLC

Examiner: Teska, Kevin J. (Art Unit: 211)

Assistant Examiner: Smith, Demetra R.

Law Firm: Burns, Doane, Swecker & Mathis L.L.P.

	Publication Number	Kind	Date	Application Number	Filing Date
Main Patent	US 6202051	A	20010313	US 99253021	19990219
Division	Pending			US 98166779	19981006
Continuation	US 5845265	A		US 95554704	19951107
Continuation	Pending			US 95427820	19950426

Fulltext Word Count: 14805

Description of the Invention:

...good is found on the market maker computer 800 by a participant 900 or another retailer 902, it is in fact for-sale ...and legal possession of a "trusted" franchise and (2) that when a bona fide purchase price is tendered by a participant 900 or another retailer 902 the legal title to a good as represented by the record will

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transfer to the buyer with an immediate or nearly immediate finality to the transaction. This frame...

...and art deco collectable from a collectable shop in Russia but is very reluctant to send credit card information to an unknown Russian collectable shop for the obvious concerns of credit...

3/3,K/106 (Item 4 from file: 654)
DIALOG(R)File 654:US Pat.Full.
(c) Format only 2006 Dialog. All rts. reserv.

4345593 **IMAGE Available
Derwent Accession: 1996-497832
LitAlert Accession: P2000-47-15; P2001-27-34; P2001-43-21 **See File 670 for Litigation
Utility
REASSIGNED
REEXAMINATION REQUESTED **See File 123 for amended claim
E/ Method and apparatus for using search agents to search plurality of markets for items
Inventor: Woolston, Thomas G., Alexandria, VA
Assignee: MercExchange, LLC(O2), Alexandria, VA
MercExchange LLC
Examiner: Teska, Kevin J. (Art Unit: 273)
Assistant Examiner: Smith, Demetra R.
Law Firm: Fish & Richardson, P.C.

	Publication Number	Kind	Date	Application Number	Filing Date
Main Patent	US 6085176	A	20000704	US 99264573	19990308
Division	US 5845265	A		US 95554704	19951107
Division	Pending			US 95427820	19950426
Continuation	Pending			US 98166779	19981006

Fulltext Word Count: 13903

Description of the Invention:

...good is found on the market maker computer 800 by a participant 900 or another retailer 902, it is in fact for-sale and is in the physical and legal possession of a "trusted" franchise and (2) that when a bona fide purchase price is tendered by a participant 900 or another retailer 902 the legal title to a good as represented by the record will transfer to the buyer with an immediate or nearly immediate finality to the transaction. This frame...

...and art deco collectable from a collectable shop in Russia but is very reluctant to send credit card information to an unknown Russian collectable shop for the obvious concerns of credit...

3/3,K/107 (Item 5 from file: 654)
DIALOG(R)File 654:US Pat.Full.
(c) Format only 2006 Dialog. All rts. reserv.

4079812 **IMAGE Available
Derwent Accession: 1996-497832
LitAlert Accession: P2001-43-21 **See File 670 for Litigation
Utility
REASSIGNED
REEXAMINATION REQUESTED **See File 123 for amended claim
E/ Consignment nodes
; SYSTEM FOR PRESENTING A DATA RECORD OF A GOOD FOR SALE TO A MARKER FOR

GOODS

Inventor: Woolston, Thomas G., Arlington, VA
Assignee: MercExchange, L.L.C.(02), Alexandria, VA
 MercExchange LLC
Examiner: Weinhardt, Robert A. (Art Unit: 271)
Combined Principal Attorneys: Woolston, Thomas G.

	Publication Number	Kind	Date	Application Number	Filing Date
Main Patent	US 5845265	A	19981201	US 95554704	19951107
CIP	Pending			US 95427820	19950426

Fulltext Word Count: 14312

Description of the Invention:

...good is found on the market maker computer 800 by a participant 900 or another retailer 902, it is in fact for-sale and is in the physical and legal possession of a "trusted" franchise and (2) that when a bona fide purchase price is tendered by a participant 900 or another retailer 902 the legal title to a good as represented by the record will transfer to the buyer with an immediate or nearly immediate finality to the transaction. This frame...

...and art deco collectable from a collectable shop in Russia but is very reluctant to send credit card information to an unknown Russian collectable shop for the obvious concerns of credit...

3/3,K/108 (Item 1 from file: 660)
DIALOG(R)File 660:Federal News Service
(c) 2002 Federal News Service. All rts. reserv.

00245418 SUBFILE: FNS
TITLE: PREPARED STATEMENT OF
JOHN M. GRAY
FOOD DISTRIBUTORS INTERNATIONAL

BEFORE THE HOUSE COMMITTEE ON THE JUDICIARY

SUBJECT - "COMPETITIVE ISSUES IN AGRICULTURE
AND THE FOOD MARKETING INDUSTRY"

TUESDAY, OCTOBER 19, 1999
SECTION HEADING: Capitol Hill hearing
DATELINE: Washington dateline general news
FILING DATE: 991020 YEAR: 1999

APPROXIMATE WORD COUNT: 001160 APPROXIMATE LINE COUNT: 00105

...TEXT: the high cost associated with actually test marketing product in limited geographic areas have led manufacturers to employ risky nationwide product rollouts. Today, new items come to market with limited evidence of potential product success. Thus, slotting allowances are a way for manufacturers to support products that may not be properly tested and researched
...

... limited and ultimately, finite store shelf and warehouse space. Unlike many other retail businesses, grocery retailers and wholesalers actually take legal title to products when they are purchased from the manufacturer. They own what ...and warehouse levels. This process of addition and elimination layers added costs on both the retailer and their wholesaler. The costs that wholesalers and retailers incur include

...under one roof, they may be able to cut costs and offer a lower package price to the consumer.

You are free to obtain your home loan from any source you wish, but the builder probably cannot offer the same cost savings with an outside lender.

Your particular builder has a policy of paying the buyer's closing costs only when the buyer uses...

... every right to make that decision. Likewise, you are free to find another, more cooperative builder.

Change in tax sale penalty

Tax sales represent the method used by city and county...

... The highest bidder pays the money to the county and receives a first priority ownership deed to your house. You then have one year to pay back the high bidder, plus...

...penalty of 10 percent of the amount bid. If you wait until the year has passed, the penalty can jump to 30 percent. After that, the bidder can actually take the...

3/3,K/123 (Item 1 from file: 714)
DIALOG(R)File 714:(Baltimore) The Sun
(c) 2006 Baltimore Sun. All rts. reserv.

09581108

Escrow's limbo of fear
The Baltimore Sun (BS) - Sunday March 22, 1998
By: Robert Nusgart SUN REAL ESTATE EDITOR
Edition: F Section: Business Page: 1K
Word Count: 1,279

... assumption made by buyers is that they automatically have a separate escrow account with the builder. That's not the case, according to Nethercut. Many builders commingle deposit money in one escrow account set up by the builder.

Since the account is the builder's, he can transfer the funds to another institution. But, as Nethercut points out, buyers should receive an addendum...

... contract telling them that their escrow account has been moved. In the case of Manor Builders, this was not done, homebuyers say.

Nevertheless, the law states that the builder may not use those funds for any other purpose. To do so is a felony.

According to Nethercut, deposit money from escrow accounts can only be legally disbursed if:

* The builder transfers the deed to the buyer at settlement and the escrow funds are used as part of the payment toward the purchase price

* The builder decides to return the deposit money.

* The buyer is in default with some aspect of...

... according to the state disclosure form, a buyer has the right to negotiate with the builder for a separate escrow account that "requires both your and your builder's signatures to withdraw."

, Johannes Wemp, was a Tory.

Wemp, a master builder, put the barn up around 1715.

"It has the finest finishing of any barn," Schaefer...

... unlike other early buildings, Dutch barns could be erected by a handful of people.

The builder cut, sized and numbered the planks, beams and rafters. They were then stacked until all the parts were ready for assembly.

"It was one measure of a master builder that everything had to fit, and it had to be done by three or four people," says Schaefer.

The barn also boasts an impressive pedigree - a deed dated 1736 in which eight Mohawk Indians signed over the 540 acres on which the barn had already been built, to Wemp for \$1,100.

That was a high price for the time, Schaefer thinks because it was rich, productive river-bottom land.

The eight...

...The work of dismantling and reassembling the barn is done by hand, using the original builder's marking system and sheer muscle power.

For both Babcocks, Touhey's barn is the...

3/3,K/127 (Item 2 from file: 719)
DIALOG(R)File 719:(Albany) The Times Union
(c) 2006 Times Union. All rts. reserv.

03531240
TOUGHER LEMON LAW SET TO GO
KNICKERBOCKER NEWS (AL) - THURSDAY November 13, 1986
By: Irene Gardner Keeney
Edition: State Special Section: Consumer Page: 1B
Word Count: 951

... vehicle's odometer. There was no standard formula, however, for the per-mile deduction.

*Lease price and trade-in allowances are included in buy-backs. The old law implied a consumer was entitled to the full purchase price or the lease price or any trade-in allowance plus fees and charges. New language makes it crystal-clear.

* Manufacturers who buy back lemons are required to notify the Motor Vehicles Department the vehicle was returned for nonconformity to its warranty. It also will be noted on the certificate of title to the vehicle to alert subsequent purchasers.

*Refunds will include state sales tax. Prior to the amendment, a quirk in the law required manufacturers to return the sales tax. But since retailers, not manufacturers, collect and pass along the state sales tax, consumers who received refunds for their autos could not obtain ...

... was out of service for more than 30 days with a different defect each time, manufacturers argued the Lemon Law did not apply.

"That was not at all our intention," DeSantis...

```
? show files;ds
File 15:ABI/Inform(R) 1971-2006/Nov 16
    (c) 2006 ProQuest Info&Learning
File 16:Gale Group PROMT(R) 1990-2006/Nov 16
    (c) 2006 The Gale Group
File 148:Gale Group Trade & Industry DB 1976-2006/Nov 16
    (c) 2006 The Gale Group
File 160:Gale Group PROMT(R) 1972-1989
    (c) 1999 The Gale Group
File 275:Gale Group Computer DB(TM) 1983-2006/Nov 16
    (c) 2006 The Gale Group
File 621:Gale Group New Prod.Annou.(R) 1985-2006/Nov 15
    (c) 2006 The Gale Group
File 9:Business & Industry(R) Jul/1994-2006/Nov 15
    (c) 2006 The Gale Group
File 20:Dialog Global Reporter 1997-2006/Nov 16
    (c) 2006 Dialog
File 476:Financial Times Fulltext 1982-2006/Nov 16
    (c) 2006 Financial Times Ltd
File 610:Business Wire 1999-2006/Nov 16
    (c) 2006 Business Wire.
File 613:PR Newswire 1999-2006/Nov 16
    (c) 2006 PR Newswire Association Inc
File 24:CSA Life Sciences Abstracts 1966-2006/Sep
    (c) 2006 CSA.
File 634:San Jose Mercury Jun 1985-2006/Nov 14
    (c) 2006 San Jose Mercury News
File 636:Gale Group Newsletter DB(TM) 1987-2006/Nov 16
    (c) 2006 The Gale Group
File 810:Business Wire 1986-1999/Feb 28
    (c) 1999 Business Wire
File 813:PR Newswire 1987-1999/Apr 30
    (c) 1999 PR Newswire Association Inc
```

Set	Items	Description
S1	89981	NC=(514199 OR 7389 OR 519190)
S2	5468	S1 AND TITLE?
S3	403	S2 AND PRICING
S4	179451	(REQUEST? OR INQUIRE? OR INQUIRING? OR ASK? OR CHECK?) (3N)- (PRICE? OR PRICING)
S5	23	S3 AND S4
S6	10	RD (unique items)
S7	17	S3 AND (OWNERSHIP OR DEED)
S8	9	RD (unique items)
S9	213414	NC='454'
S10	940	S4 AND S9
S11	68	S10 AND (TITLE? ? OR OWNERSHIP OR DEED? ?)
S12	61	RD (unique items)
?		

```
? show files;ds
File 15:ABI/Inform(R) 1971-2006/Nov 16
  (c) 2006 ProQuest Info&Learning
File 16:Gale Group PROMT(R) 1990-2006/Nov 16
  (c) 2006 The Gale Group
File 148:Gale Group Trade & Industry DB 1976-2006/Nov 16
  (c) 2006 The Gale Group
File 180:Federal Register 1985-2006/Nov 15
  (c) 2006 format only DIALOG
File 485:Accounting & Tax DB 1971-2006/Nov W1
  (c) 2006 ProQuest Info&Learning
File 654:US Pat.Full. 1976-2006/Nov 14
  (c) Format only 2006 Dialog
File 991:NewsRoom 2006 Jan 1-2006/Sep 30
  (c) 2006 Dialog
File 992:NewsRoom 2005
  (c) 2006 Dialog
File 993:NewsRoom 2004
  (c) 2006 Dialog
```

```
Set      Items    Description
S1        21      LEGAL()TITLE? ?(50N)MANUFACTURER(50N)(PRICE? ? OR PRICING)-
          (50N)TRANSFERRED
S2        14      RD  (unique items)
? t2/3,k/all
```

2/3,K/1 (Item 1 from file: 15)
DIALOG(R)File 15:ABI/Inform(R)
(c) 2006 ProQuest Info&Learning. All rts. reserv.

03040057 997730831
Section 199: How will Recent Amendments and New Guidance Affect Your Deduction?
Auclair, David; Schwarz, Mel
Tax Executive v58n1 PP: 34, 36, 38, 40, 42-48 Jan/Feb 2006
ISSN: 0040-0025 JRNL CODE: TXE
WORD COUNT: 8300

...TEXT: for the manufacture of the machines. The contract between X and Y is a fixed- price contract. The contract specifies that the machines will be manufactured in the United States using...

...based on the difference between Y's costs and the fixed price. Y has legal title during the manufacturing process and legal title to the machines is not transferred to X until final manufacturing of the machines has been completed. Based on all of...

...during the period the manufacturing occurs and, as a result, Y is treated as the manufacturer of the machines.

Example (2). X designs and engineers machines that it sells to customers...
...the machines under Federal income tax principles during the period the manufacturing occurs except that legal title to the machines is not transferred to X until final manufacturing of the machines is completed. Based on all of the facts and circumstances, X is treated as the manufacturer of the machines under paragraph (e)(1) of this section.

Example 2 assumes that one...

...the machines under federal income tax principles during the period the manufacturing occurs except for legal title , but the example does not describe what those particular attributes of benefits and burdens are...

...property based on the difference between the taxpayer's costs and the fixed price; (4) legal title during the manufacturing process; and (5)

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legal title is not transferred until final manufacturing of the product has been completed. In a situation where the facts...

2/3,K/2 (Item 1 from file: 16)
DIALOG(R)File 16:Gale Group PROMT(R)
(c) 2006 The Gale Group. All rts. reserv.

04537309 Supplier Number: 46666701 (USE FORMAT 7 FOR FULLTEXT)
THE CHINA SOURCE
Appliance, p79
Sept, 1996
Language: English Record Type: Fulltext
Document Type: Magazine/Journal; Trade
Word Count: 3240

... China is still a quagmire. But, if you work with a third party who takes legal title from the Chinese manufacturer and then resells to you, you then have legal recourse in the U.S. in...

...have selected the factory (either directly or through a third party) and have negotiated a price , the next step involves a discussion of terms.

Payment terms - If you purchase directly, you parties. In most instances, funds are transferred when your goods are loaded on a vessel and the factory presents shipping documents to...

2/3,K/3 (Item 1 from file: 148)
DIALOG(R)File 148:Gale Group Trade & Industry DB
(c)2006 The Gale Group. All rts. reserv.

09014770 SUPPLIER NUMBER: 18750798 (USE FORMAT 7 OR 9 FOR FULL TEXT)
The China source. (offshore sourcing strategy)
Bloom, Michael
Appliance, v53, n9, p79(3)
Sep, 1996
ISSN: 0003-6781 LANGUAGE: English RECORD TYPE: Fulltext
WORD COUNT: 3490 LINE COUNT: 00280

... China is still a quagmire. But, if you work with a third party who takes legal title from the Chinese manufacturer and then resells to you, you then have legal recourse in the U.S. in...

...have selected the factory (either directly or through a third party) and have negotiated a price , the next step involves a discussion of terms.

Payment terms - If you purchase directly, you...

...with your bank that provide some protection to both parties. In most instances, funds are transferred when your goods are loaded on a vessel and the

2/3,K/4 (Item 1 from file: 180)
DIALOG(R)File 180:Federal Register
(c) 2006 format only DIALOG. All rts. reserv.

DIALOG Accession Number: 03406931 Supplier Number: 71105152
Income Attributable to Domestic Production Activities
Volume: 71 Issue: 105 Page: 31268
CITATION NUMBER: 71 FR 31268
Date: Thursday, June 1, 2006

TEXT:

... for the manufacture of the machines. The contract between X and Y is a fixed- price contract. The contract specifies that the machines will be

manufactured in the United States using...

... sale of the machines based on the difference between Y's costs and the fixed price . Y has legal title during the manufacturing process and legal title to the machines is not transferred to X until final manufacturing of the machines has been completed. Based on all of...

... during the period the manufacturing occurs and, as a result, Y is treated as the manufacturer of the machines.Example 2.

X designs and engineers machines that it sells to customers...
... the machines under Federal income tax principles during the period the manufacturing occurs except that legal title to the machines is not transferred to X until final manufacturing of the machines is completed. Based on all of the facts and circumstances, X is treated as the manufacturer of the machines under paragraph (f)(1) of this section.Example 3.

X manufactures machines...

... Regulation requires that the title or risk of loss with respect to the machines be transferred to the Federal government before X completes manufacture of the machines. X subcontracts with Y...

2/3,K/5 (Item 1 from file: 485)
DIALOG(R)File 485:Accounting & Tax DB
(c) 2006 ProQuest Info&Learning. All rts. reserv.

** FULL-TEXT AVAILABLE IN FORMATS 7 AND 9 **
01061664 SUPPLIER NUMBER: 1073752801

T.D. 9263

Anonymous

United States. Internal Revenue Bulletin PP: 1063-1133 Jun 19, 2006

ISSN: 0020-5761 JRNL CODE: AIRB

WORD COUNT: 78305 LINE COUNT: 7,119

Accounting & Tax DB_1971-2006/Nov w1

...TEXT: for the manufacture of the machines. The contract between X and Y is a fixed- price contract. The contract specifies that the machines will be manufactured in the United States using...

...sale of the machines based on the difference between Y's costs and the fixed price . Y has legal title during themanufacturing process and legal title to the machines is not transferred to X until final manufacturing of the machines has been completed. Based on all of...

...during the period the manufacturing occurs and, as a result, Y is treated as the manufacturer of the machines.

Example 2. X designs and engineers machines that it sells to customers...

...the machines under Federal income tax principles during the period the manufacturing occurs except that legal title to the machines is not transferred to X until final manufacturing of the machines is completed. Based on all of the facts and circumstances, X is treated as the manufacturer of the machines under paragraph (f)(1) of this section.

Example 3. X manufactures machines...

...Regulation requires that the title or risk of loss with respect to the machines be transferred to the Federal government before X completes manufacture of the machines. X subcontracts with Y...

2/3,K/6 (Item 2 from file: 485)

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DIALOG(R)File 485:Accounting & Tax DB
(c) 2006 ProQuest Info&Learning. All rts. reserv.

** FULL-TEXT AVAILABLE IN FORMATS 7 AND 9 **
01037125 SUPPLIER NUMBER: 940395431

REG-105847-05

Anonymous

United States. Internal Revenue Bulletin n2005-47 PP: 987-1049 Nov 21, 2005

ISSN: 0020-5761 JRNL CODE: AIRB

WORD COUNT: 66947 LINE COUNT: 6,086

Accounting & Tax DB_1971-2006/Nov w1

...TEXT: for the manufacture of the machines. The contract between X and Y is a fixed- price contract. The contract specifies that the machines will be manufactured in the United States using...

...sale of the machines based on the difference between Y's costs and the fixed price . Y has legal title during the manufacturing process and legal title to the machines is not transferred to X until final manufacturing of the machines has been completed. Based on all of...

...during the period the manufacturing occurs and, as a result, Y is treated as the manufacturer of the machines.

Example 2. X designs and engineers machines that it sells to customers...

...the machines under Federal income tax principles during the period the manufacturing occurs except that legal title to the machines is not transferred to X until final manufacturing of the machines is completed. Based on all of the facts and circumstances, X is treated as the manufacturer of the machines under paragraph (e)(1) of this section.

(f) Definition of in whole...

2/3,K/7 (Item 1 from file: 654)

DIALOG(R)File 654:US Pat.Full.

(c) Format only 2006 Dialog. All rts. reserv.

5977503

Derwent Accession: 2005-151439

UTILITY

METHOD AND SYSTEM FOR FINANCING ACQUISITION OF VEHICLES

Inventor: Hall, Christopher, 5704 Leblanc Avenue, Ann Arbor, MI, 48103, US

Gayton, Bradley, 2748 Holyoke Lane, Ann Arbor, MI, 48103, US

Johnson, Bernie, 8912 Greenwich Hills Way, Fort Meyers, FL,
33908-5625, US

Polizzi, John, 986 Lochmoor Blvd., Grosse Pointe Woods, MI, 48236
US

Johnson, Michael, 645 Glenmont Ave., Columbus, OH, 43214, US

Assignee: FORD MOTOR COMPANY, (02), The American Road, Dearborn, MI, US

Correspondence Address: BROOKS KUSHMAN P.C./FGTL, 1000 TOWN CENTER, 22ND
FLOOR, SOUTHFIELD, MI, 48075-1238, US

Publication Number	Kind	Date	Application Number	Filing Date
Main Patent	US 20050027646	A1	20050203	US 2003604536
				20030729

Fulltext Word Count: 7466

Description of the Invention:

...arrows 22 and 24, and 26 and 28, respectively, legal title in the vehicle is transferred to the vehicle consumer, encumbered by a future interest maintained by the vehicle finance company...

... consumer 82 participate in the transactional flow. As depicted by arrows 84 and 86, vehicle manufacturer 74 sells a legal title in a vehicle to vehicle dealer 76 in consideration for...

...0046] Once identified, vehicle dealer 76 sells the legal title in the vehicle for the legal title term in consideration for the delivery price (\$[sub]1) to first vehicle finance company 78. Notably, first vehicle finance company 78 can be associated or affiliated with vehicle manufacturer 74. As depicted in blocks 92 and 94, first vehicle finance company 78 sells the present interest in consideration for the legal title price (\$[sub]2) to second vehicle finance company 80. Notably, second vehicle finance company 80 can be a finance company unaffiliated with vehicle manufacturer 74, otherwise referred to as a third party finance company, i.e. unaffiliated with vehicle manufacturer 74...

...finance company 80 sells the present interest to vehicle consumer 82 in consideration for the legal title price (\$[sub]2). First vehicle finance company 78 retains a future interest, i.e. remainder, in the vehicle that vests after expiration of the legal title term, otherwise referred to as the vesting period. By virtue of the transactional flow depicted in FIG. 4, the legal title to the vehicle shifts to vehicle consumer, encumbered by the first vehicle finance company's...

2/3,K/8 (Item 1 from file: 991)
DIALOG(R)File 991:NewsRoom 2006
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1214094092 179W2VWC
Income taxes: Income attributable to domestic production activities
RegAlert
Thursday, June 1, 2006
JOURNAL CODE: GDGC LANGUAGE: English RECORD TYPE: Fulltext
DOCUMENT TYPE: Trade Journal ISSN: N/A
WORD COUNT: 85,399

...for the manufacture of the machines. The contract between X and Y is a fixed- price contract. The contract specifies that the machines will be manufactured in the United States using...

...sale of the machines based on the difference between Y's costs and the fixed price . Y has legal title during the manufacturing process and legal title to the machines is not transferred to X until final manufacturing of the machines has been completed. Based on all of the manufacturer of the machines.

Example 2. X designs and engineers machines that it sells to customers...

...the machines under Federal income tax principles during the period the manufacturing occurs except that legal title to the machines is not transferred to X until final manufacturing of the machines is completed. Based on all of the facts and circumstances, X is treated as the manufacturer of the machines under paragraph (f)(1) of this section.

Example 3. X manufactures machines...

...Regulation requires that the title or risk of loss with respect to the machines be transferred to the Federal government before X completes manufacture of the machines. X subcontracts with Y...

2/3,K/9 (Item 2 from file: 991)

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DIALOG(R)File 991:NewsRoom 2006
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1179601143 177R32SQ

MTR VEHICLE/DEALERS: Provides relative to the Recreational and Used Motor Vehicle Commission (OR NO IMPACT See Note)

LegAlert

Monday, March 27, 2006

JOURNAL CODE: GDGD LANGUAGE: English RECORD TYPE: Fulltext

DOCUMENT TYPE: Trade Journal ISSN: N/A

WORD COUNT: 25,981

...include anyone who for compensation of any kind buys, sells, offers to sell, negotiates the price of a used motor vehicle, or operates as a broker or is compensated for any...

...engages in finance and insurance for that dealership.

(37) "used wrecker" means a truck, the legal title of which has been transferred , by a manufacturer , distributor, or dealer to an ultimate purchaser, with a hoist and towing apparatus used in...

2/3,K/10 (Item 3 from file: 991)

DIALOG(R)File 991:NewsRoom 2006
(c) 2006 Dialog. All rts. reserv.

1173607286 177C38SP

MTR VEHICLE/DEALERS: Provides relative to the Recreational and Used Motor Vehicle Commission

LegAlert

Wednesday, March 15, 2006

JOURNAL CODE: GDGD LANGUAGE: English RECORD TYPE: Fulltext

DOCUMENT TYPE: Trade Journal ISSN: N/A

WORD COUNT: 25,981

...include anyone who for compensation of any kind buys, sells, offers to sell, negotiates the price of a used motor vehicle, or operates as a broker or is compensated for any...

...engages in finance and insurance for that dealership.

(37) "Used wrecker" means a truck, the legal title of which has been transferred , by a manufacturer , distributor, or dealer to an ultimate purchaser, with a hoist and towing apparatus used in...

2/3,K/11 (Item 1 from file: 992)

DIALOG(R)File 992:NewsRoom 2005
(c) 2006 Dialog. All rts. reserv.

1105575673 173329WS

Income taxes: Income attributable to domestic production activities; public hearing

RegAlert

Friday, November 4, 2005

JOURNAL CODE: GDGC LANGUAGE: English RECORD TYPE: Fulltext

DOCUMENT TYPE: Trade Journal ISSN: N/A

WORD COUNT: 72,807

TEXT:

...for the manufacture of the machines. The contract between X and Y is a fixed- price contract. The contract specifies that the machines will be manufactured in the United States using...

...sale of the machines based on the difference between Y's costs and the fixed price . Y has legal title during the manufacturing process and legal title to the machines is not transferred to X until final manufacturing of the machines has been completed. Based on all of...

...during the period the manufacturing occurs and, as a result, Y is treated as the manufacturer of the machines.

Example 2. X designs and engineers machines that it sells to customers...

...the machines under Federal income tax principles during the period the manufacturing occurs except that legal title to the machines is not transferred to X until final manufacturing of the machines is completed. Based on all of the facts and circumstances, X is treated as the manufacturer of the machines under paragraph (e)(1) of this section.

(f) Definition of in whole...

2/3,K/12 (Item 2 from file: 992)

DIALOG(R)File 992:NewsRoom 2005

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0979101237 16V632VN
Final Filings - 109:4-3

RegAlert

Friday, March 4, 2005

JOURNAL CODE: GDGC LANGUAGE: English RECORD TYPE: Fulltext

DOCUMENT TYPE: Trade Journal

WORD COUNT: 17,094

...any person within the dealership with designated authority to contractually bind the dealership.

(5) "Purchase price" means the total amount the consumer is required to pay the dealer pursuant to the...

...fees and documentary service charges. A negative equity adjustment may be included in the purchase price .

(6) "MSRP," "list," or "sticker" means the final manufacturer's suggested retail price as stated on the federally mandated window sticker (aka Monroney).

(7) "New motor vehicle" means a motor vehicle, the legal title to which has never been transferred to an ultimate purchaser, including a demonstrator vehicle.

(8) "Demonstrator" means a new motor vehicle of the manufacturer /distributor of the vehicle.

(10) "Rental vehicle" means a motor vehicle which has been operated...

...of dealers.

(11) "Invoice" or "invoice amount" is the gross amount a dealer pays the manufacturer for a vehicle before deduction of holdback or other miscellaneous charges.

(12) "Negative equity adjustment" means an equal amount which is added to both the purchase price of a vehicle and the trade-in allowance for the trade-in vehicle in a...

2/3,K/13 (Item 3 from file: 992)

DIALOG(R)File 992:NewsRoom 2005
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0953588537 16TM2QGS
Re-Filed Filings - 109:4-3

RegAlert
Friday, January 14, 2005

JOURNAL CODE: GDGC LANGUAGE: English RECORD TYPE: Fulltext
DOCUMENT TYPE: Trade Journal
WORD COUNT: 16,241

TEXT:

...any person within the dealership with
designated authority to contractually bind the dealership.
(5) "Purchase price" means the total amount the consumer is required to
pay
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...fees and documentary service charges. A negative equity
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automotive related subsidiary of the manufacturer /distributor of the
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...of dealers.

(11) "Invoice" or "invoice amount" is the gross amount a dealer pays the
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miscellaneous charges.

(12) "Negative equity adjustment" means an equal amount which is added to
both the purchase price of a vehicle and the trade-in allowance for the
trade-in vehicle in a...

2/3,K/14 (Item 1 from file: 993)

DIALOG(R)File 993:NewsRoom 2004
(c) 2006 Dialog. All rts. reserv.

0920589080 16RK2QZR
Proposed Filings - 109:4-3

RegAlert
Friday, November 12, 2004

JOURNAL CODE: GDGC LANGUAGE: English RECORD TYPE: Fulltext
DOCUMENT TYPE: Trade Journal
WORD COUNT: 16,502

TEXT:

...any person within the dealership with
designated authority to contractually bind the dealership.
(5) "Purchase price" means the total amount the consumer is required to
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...fees and documentary service charges. A negative equity

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(7) "New motor vehicle" means a motor vehicle, the legal title to which has never been transferred to an ultimate purchaser, including a demonstrator vehicle.

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File 16:Gale Group PROMT(R) 1990-2006/Nov 16
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04537309/7
DIALOG(R)File 16:Gale Group PROMT(R)
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04537309 Supplier Number: 46666701 (THIS IS THE FULLTEXT)

THE CHINA SOURCE

Appliance, p79

Sept, 1996

TEXT:

Michael Bloom

President, Offshore Solutions, Inc., and Director, SinoTECH International Trade (Tianjin) Ltd.

Understanding the obstacles and accepting cultural differences are crucial to any successful offshore sourcing strategy

Purchasing agents are now becoming offshore sourcing specialists. Like Jason in search of the Holy Grail, these buyers are looking for manufacturing capabilities that offer low production costs with as few drawbacks as possible. The consensus is that mainland China offers one of the best alternatives for offshore components sourcing.

Why China? Obviously there are many countries that are candidates for overseas sourcing. China, however, combines advantages that are unique to the world's most populous nation:

one of the world's lowest labor rates (\$100 per month)

abundant indigenous raw materials

a developing industrial base

aerospace and defense industries that are technology drivers for the industrial sector

improving communications and transportation infrastructures

a rapidly growing economy

Labor Rate - There are actually two different labor rates in China. The rate paid by indigenous Chinese companies ranges from \$80 per month to \$150 per month for labor ranging from blue collar assembly to white collar engineering. If you buy from an indigenous company, this is the labor rate which is calculated into the cost of the product. If you attempt to hire Chinese labor directly, the labor rate will jump to about \$400 per month with the worker receiving \$80 to \$150, while the rest reverts to the government. Foreign owned joint ventures (JVs) pay the best salaries, and positions with JVs are highly coveted.

Abundant Indigenous Raw Materials - Most raw materials you will need are available in China as native products. For example, natural rubber, steel and aluminum are all native. However, due to the growth in the Chinese economy, even native materials are often insufficient to meet the demand, so China has become one of the world's major importers of scrap iron, aluminum, copper, and steel.

Developing Industrial Base - Since China was isolated from trade with the west from 1949 until the beginning of President Nixon's ping pong diplomacy in the 1970s, it developed a highly self-sufficient industry. Aided by the Russians during the 1950s and 1960s, many large industrial facilities were built. From the perspective of a western observer, there seems to be an amazing variety of factories that make the same kinds of industrial goods found in the U.S.

Aerospace and Defense Industries - Spurred by a need to develop militarily, China built many factories that are mil-spec. Certain regions of China, such as inland Chengdu and coastal Dalian are particularly noted for these plants. As the military standoff with the Soviet Union faded, China converted many of these factories to civilian production.

Communications and Transportation - Ten years ago, telecommunications with China was fraught with problems. Telephone lines were scarce,

connections were noisy, and costs were almost prohibitively high. Now fax and voice communications between the U.S. and China are cheap and more reliable. Connections via the Internet are becoming more common, decreasing costs substantially. The transportation infrastructure is still somewhat of a problem. While ocean shipping from coastal cities is fast and reliable, there are vast inland areas which have very poor highways, making rail transport a necessity.

Rapidly Growing Economy - Despite the political scrutiny to which China is subject, the Chinese economy looks surprisingly stable from the outside looking in. For example, although China has experienced periods of high inflation due to double-digit growth in its economy, export prices have remained surprisingly stable. By international agreement, the ratio of Chinese Renmenbi (RMB) to the U.S. dollar is held fairly constant. Quotations to U.S. companies are almost always in US Dollars.

China's Product Portfolio

Unlike the U.S., there are no comprehensive directories, like the Thomas Register, in China. A number of attempts, some quite serious, have been made to develop a comprehensive directory, but none have succeeded. Part of the problem lies in the way in which Chinese factories are organized. In the U.S., factories are organized horizontally; that is, a manufacturer of watt-hour meters will buy the cast parts from one factory, the plastic parts from a second, and the glass parts from a third.

In China, vertical integration is the norm - the watt-hour meter factory is likely to set up a casting workshop, a plastic injection molding workshop, and a glass workshop, as well as a tooling workshop to build the molds and jigs that are required. From a U.S. perspective, this factory then, is not only a good candidate for watt-hour meters, but also for the production of cast, plastic, and glass parts, or for the production of tooling.

It is probably easier to define the range of products available by identifying those products that are not good candidates for Chinese production. Products with high labor content are better candidates than those involving low levels of labor. For example, machined castings are more likely to demonstrate greater cost savings than stamped metal products, the production of which is highly automated. Another limiting factor is technology. Generally speaking, in any given technology, China is one or two generations behind, so searching for a leading edge sub-micron integrated circuit is not likely to be successful.

As a general rule, you won't know if a product is available in China until you try to source it, and even then, you may be left wondering.

Cost Implications

It is not unusual to achieve savings of 75 percent or more on both tooling and production in many product areas. The extent of savings is further complicated by the process through which the final price is determined. In the U.S., there is generally limited negotiation in the area of price. In China, the process of arriving at the final price is a ritual. The first price offered often bears no relation to reality. It may just be a fantasy price arrived at through guessing what the traffic will bear. Often, the Chinese perceive U.S. companies as having very deep pockets. Do not expect the first price offered to be the final price and do not lose patience. After you receive the first offer, be prepared to respond with an explanation of why it is not acceptable. A reasonable argument might include a discussion of domestic pricing and the need to see a cost savings of X percent in order to consider using a Chinese source.

Even more than in the U.S., you can expect a wide variation in prices between factories as they respond to identical Requests for Quotation. This variation could be due to the nature of the factory: rural vs. village vs. large city; government owned vs. joint venture vs. entrepreneurial Chinese-owned; manual controlled equipment vs. computer numerically controlled (CNC); growth minded vs. short-term, profit-minded management.

In addition, the actions of an import/export company involved in the transaction will affect the price. Only the largest industrial concerns are authorized to do direct export and exchange currencies. In most cases, a government-authorized import/export company handles this. Some I/E companies take little or no profit from a transaction, being satisfied with

profits from the currency exchange and receiving government encouragement to maximize the flow of dollars. Some extract a high profit. With patience, however, a lowest-cost scenario can often be achieved through the negotiating process.

Some U.S. companies have achieved remarkable success by working directly with Chinese factories. Unfortunately, this has been the exception rather than the rule. There are a number of reasons for this. First, trying to locate the right factory is exceedingly difficult. There are too many, and they are scattered too widely, geographically. To achieve the best price, it is important to select several factories that will be asked to compete with one another, which requires the selection of several good candidates.

Assuming you have managed to select the best factory and negotiate an acceptable price, how will you supervise the quality of the production? Experience demonstrates that it is crucial to either have your own representative on site at all times, or at least set up a monitoring program. If you do have a quality problem, and defective goods ultimately arrive at your shipping docks, you will find it expensive, if not impossible, to get a refund or correction. Without establishing your own purchasing and quality control organization in China, the direct approach to sourcing in China can be extremely risky.

Sourcing through a third party is another alternative. Evaluating third-party sourcing specialists should include an analysis of the following capabilities:

- a presence in both the U.S. and China
- access to native Chinese engineers and negotiators in China.
- a U.S.-based engineering staff to support the technical communications
- an established quality assurance program
- U.S.- and China-Based logistical support for shipping, customs clearance, and warehousing
- legal recourse in the U.S.

Presence in both the U.S. and China - A company based solely in the U.S. cannot possibly produce the same results during the negotiating process as a company with on-site negotiators. One of the arguments for going direct is the expectation that a direct negotiation will produce lower prices than by using a third party since the third party will take some profit. However, this is not necessarily true. A good on-site negotiator, armed with knowledge of the culture, long-term experience with the factory, and a portfolio of projects completed and under way is in a strong position to get the best price.

Native Chinese engineers and negotiators in China - Communications takes place on many levels: verbal and non-verbal. U.S.-based negotiators, even in face-to-face meetings with Chinese counterparts, are at a disadvantage. The best results are achieved when your own Chinese engineers and negotiators understand your goals, are given the broad parameters, and are set free to accomplish the goals according to Chinese precepts.

U.S.-based engineering staff - As in most of life's complex activities, given the opportunity for something to go wrong, it will, and at the most inopportune time. It is exceedingly frustrating to work directly with China via phone and fax and not have someone to talk with during your working hours, or to have to communicate with someone English haltingly. A U.S.-based support staff this problem.

Quality assurance program in place - Even more than in the U.S., assuring quality from China requires constant vigilance. Unless the quality program can be demonstrated to your satisfaction do not engage the third party services.

U.S.- and China-based logistical support - Importing Chinese products entails significant detail work. Errors in documentation can cause significant delays and incur increased costs. The third party should be well versed in these issues and should not merely tell you to 'call your customs broker.' Some third parties can handle the transaction from shipping, through customs clearance, to surface shipping, to your receiving docks. Some can even provide warehousing and JIT (just in time) delivery to your production line from their warehouses.

Legal recourse in the U.S. - In the U.S., we have a legal system that

protects both sides in a contract dispute. Under pressure from the World Trade Organization, a group in which China seeks membership, China's legal system is improving rapidly. However, litigating in China is still a quagmire. But, if you work with a third party who takes legal title from the Chinese manufacturer and then resells to you, you then have legal recourse in the U.S. in any dispute that may arise.

Payment/Shipping Terms

Once you have selected the factory (either directly or through a third party) and have negotiated a price, the next step involves a discussion of terms.

Payment terms - If you purchase directly, you will almost certainly be asked to pay using a Letter of Credit. L/Cs are payment documents you prepare with your bank that provide some protection to both parties. In most instances, funds are transferred when your goods are loaded on a vessel and the factory presents shipping documents to its bank. The downside is that your money can be tied up for long periods of time and the process is complex and time consuming.

When a third party is used, better terms can sometimes be negotiated. This is due to the nature of the relationship between the third party and the Chinese factory or import/export company. The Chinese side trusts the third party to stand behind the purchase and make payments. The terms may include some prepayment before shipping and payment of the balance when the goods are received and inspected, thus protecting the Chinese side financially and the U.S. side from a quality perspective, while depending upon trust on both sides.

Beware of paying 100 percent of tooling costs up front. You should only need to pay 50 percent up front, with the balance due upon your approval of tooled samples. With a particularly strong U.S. company, the third party may provide Net 30 terms or better. This is actually an exciting new development that allows Chinese factories to appear, financially, much the same as U.S. suppliers.

Shipping terms - One way or another, the ultimate buyer is going to pay for ocean shipping, ocean insurance, customs brokerage, duty, and surface shipping, to say nothing of the miscellaneous charges (such as port fees) that will inevitably creep in. The only question is who lays out the money and at what stage. Of course, the simplest way is to insist that goods be priced delivered to your unloading docks (FOB Shipping Dock). However, other shipping terms may be acceptable and provide cost savings.

Duty payments - China has Most Favored Nation (MFN) status. This merely means that China has the same normal status as all other countries, except for the pariah countries, such as Libya, Syria, etc. As a rule, the duty will amount to between 3 percent and 7 percent, depending upon the Customs Class of the product. The U.S. Department of Commerce publishes these Unified Tariffs. Payment of duty can be deferred by storing the imported goods under bond in a Foreign Trade Zone. Further, certain FTZs are granted authority to import goods with duty paid based upon the manufactured cost, rather than the invoice cost, thereby saving considerable duty.

If quality control is not properly addressed, the sourcing project is almost guaranteed to fail. At the early stages of negotiations, all quality requirements should be clearly communicated to the factory. In addition to the usual issues of dimensional tolerances, you should discuss surface finishes, weight tolerances, standards (such as UL/CSA approvals), metallurgical considerations, etc. These should be clearly stated in writing. There are almost no ISO 9000-approved factories in China (other than a handful of U.S.-Chinese and Japanese-Chinese joint ventures). Many factories, however, are willing to learn and implement statistical process control (SPC) methods, if taught. Demand SPC documentation with each shipment and specify the AQL level required.

To ensure honesty in this process, you may wish to have a third party perform an on-site inspection. Societe Generale Surveillance (SGS), a Swiss-based company with offices throughout the world, provides these services on a contract basis. When working with a third party with offices in China, visiting the factory just prior to shipping to take an honest sample of items from the final production is one service your third party

purchaser should provide.

These samples are then shipped to the U.S. by air courier and sent to the customer or the customer's specified laboratory for analysis. The goods do not ship from China unless the analysis indicates that the customer's specifications have been met. If a Letter of Credit is used, the issuance of a Certificate of Inspection based on the lab analysis can even be made a condition of the L/C.

A word about on-site monitoring - There is a quirk of Chinese culture that makes it very uncomfortable for a Chinese person to verbalize negative feelings or admit problems. This often leads to production problems and delays that are not admitted by the factory, and is another argument for on-site monitoring by a third party.

Doing business in China is all about relationships. This cannot be overstressed. There should come a time when you or someone on your staff will want to visit the factory. If you are working with a third party in the U.S., it should be clear that at some time you will want to have this direct contact. The third party may be reticent out of fear that the customer may try to circumvent him and cut him out of present or future transactions. This is a legitimate concern. If you use a third party, you should be absolutely clear that even if you are given access to the factory that you will only communicate with the factory to the extent permitted by the third party. The third party should expect that as trust in the relationship grows, it is natural for the factory and the customer to become closer.

Although not supported by all third party providers, it is often helpful to expose both the Chinese factory and the U.S. customer to verbatim communications that are addressed to the third party. This sharing of communications promotes better understanding of the issues for both sides.

Like anything else in life, the first step is the hardest. First, choose just one or two components for sourcing. These parts should be carefully selected according to the following criteria:

Pick a part where a price reduction will have a major effect. This way, success with this part will be a demonstrable coup.

Pick a mature part that has been in production for some time, rather than a new part.

Pick a part that is now being successfully produced by an existing supplier. If your Chinese sourcing project is successful, you can ramp up the Chinese supplier, ramp down the current supplier, and maintain smooth production.

Submit the drawings, estimated annual usage, and quality concerns to the factory or to the third party provider. Submit multiple examples of samples, if possible, so that each of the Chinese factories under consideration can work with a sample. Now comes the hard part - waiting for the quote. For simple components, this could take a week or less. For complex parts and assemblies, it could take months.

If you have good promotional literature that tells about your company and its market, send that along as well. Chinese factories love to hear that their project is an essential part of a major American enterprise and this may decrease the response time.

Time to quote	1 month
Time to place order	1 month
Tooling	3 months
Analysis of tooled samples	2 weeks
Time for first production	1 month
Ocean transport	1 month
Customs and surface transport	2 weeks

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Total

8 months

As with American companies, you can expect several iterations until the factory gets it right. A timetable might be developed at this point to help track the project. Here is a typical timetable:

Although it entails risk, there are methods for initiating the offshore sourcing process that minimize the risk and offer a good chance for success. Begin the process with a single project or two. As you see the fruits of your labors entering your manufacturing stream as low-cost, high-quality components, you will quickly climb the learning curve that makes the next project far simpler. Soon, you'll become expert at recognizing opportunities for offshore sourcing.

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12/7/44 (Item 40 from file: 20)
DIALOG(R)File 20:Dialog Global Reporter
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10999650 (THIS IS THE FULLTEXT)
BuildNet, Beazer Homes Enter Into E-Commerce Alliance
BUSINESS WIRE
May 12, 2000

RESEARCH TRIANGLE PARK, N.C.--(BUSINESS WIRE)--May 12, 2000--
BuildNet to Supply Beazer Homes With Integrated Connectivity to
its E-Hub; Beazer to Encourage Adoption Among its Allied Trading
Partners

BuildNet, Inc., a leading provider of management software to homebuilders and suppliers in the residential construction industry, today announced that it has entered into a contract with Beazer Homes USA, Inc. (NYSE: BZH) (www.beazer.com) to provide business-to-business electronic commerce services. The contract also provides Beazer Homes with incentives to encourage adoption of the BuildNet E-Building Exchange among its trading partners, subcontractors and suppliers. Beazer is also an equity investor in BuildNet, and is the first of the Big Ten builders to enter into an agreement of this nature with an e-commerce company.

Under the agreement, BuildNet has agreed to provide Beazer Homes with business server connectivity and e-commerce solutions, including the capability to request prices and quotes, issue purchase orders and process invoices. BuildNet plans to link Beazer Homes' JD Edward Homebuilder enterprise resource planning (ERP) system, one of seven BuildNet project management solutions, to the ERP systems of Beazer Homes' suppliers through the BuildNet E-Building Exchange. BuildNet will also provide training to help Beazer Homes reliably send transactions to its suppliers.

"Beazer Homes is among America's premier and most technologically advanced home builders," said Nathan Morton, BuildNet CEO. "This agreement between BuildNet and Beazer Homes demonstrates their commitment to a true back-office to back-office system, a system that should allow Beazer Homes to view their suppliers' latest product offerings and integrate those offerings into their ERP system, all in real-time using the Internet."

The agreement provides Beazer Homes with incentives to assist BuildNet with adoption of the BuildNet E-Building Exchange among Beazer Homes' suppliers and help encourage adoption of BuildNet among Beazer Homes' subcontractors. For suppliers and subcontractors who will be BuildNet enabled, the agreement also provides Beazer Homes with incentives to make efforts to conduct all its electronic commerce transactions with them through the BuildNet E-Building Exchange.

"Through our clicks-and-sticks initiative, Beazer Homes is committed to being the leader in embracing technological changes in the homebuilding industry," said Ian McCarthy, Beazer Homes President and CEO. "Our alliance with BuildNet, the system supplier for 43 percent of the homes built in the U.S., is a major part of that commitment."

About Beazer Homes USA, Inc.

Beazer Homes USA, Inc., based in Atlanta, Georgia, is one of the country's ten largest single-family homebuilders, with operations in Arizona, California, Florida, Georgia, Maryland, Nevada, New Jersey, North Carolina, South Carolina, Tennessee, Texas and Virginia. Beazer Homes also provides mortgage origination services for its homebuyers through Beazer Mortgage Corporation, and title and escrow services in certain markets. The company has been doing business in the United States since 1985 and was listed on the New York Stock Exchange (NYSE: BZH) in February 1994.

About BuildNet, Inc.

BuildNet, Inc., located in Research Triangle Park, N.C., is a leading provider of management software to homebuilders and suppliers in the residential construction industry. BuildNet's objective is to be the business-to-business e-commerce solution for the residential construction

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industry. To reach that objective, BuildNet has designed the BuildNet E-Building Exchange to provide secure Internet-based procurement, e-commerce, and information services for homebuilders, suppliers, and manufacturers. The BuildNet E-Building Exchange will allow users to confirm pricing and product specifications, place purchase orders, and add both product and order information automatically to builders' and suppliers' management systems. In addition, manufacturers will be able to place product information and catalogs on the BuildNet E-Building Exchange for access by homebuilders and suppliers. BuildNet is testing the BuildNet E-Building Exchange and expects to initiate a limited market rollout in two cities during the second quarter of 2000 and plans to commence a commercial rollout in an additional four to six cities in the second half of 2000. BuildNet's aggregated software customer base includes homebuilders that accounted for approximately 43 percent of 1999 U.S. single-family home closings. Learn more about BuildNet by visiting www.buildnet.com

This press release contains forward-looking statements. The actual results might differ materially from those projected in the forward-looking statements for various reasons, including BuildNet's limited Internet operating history, the development and rollout of the BuildNet E-Building Exchange, and the acceptance of the BuildNet E-Building Exchange by any of BuildNet's existing software customers or any new customers. Additional information concerning factors that could cause actual results to materially differ from those in the forward-looking statements is contained in BuildNet's SEC filings, including its Registration Statement on Form S-1.

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